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RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT	INDEX PAGE	
	Meeting opened by Mr. Mendenhall	5
	Roll Call 5	
	Consent Agenda	
TRANSCRIPT OF: BOARD MEETING		6 6
DATE: August 1, 2017	Motion to open the public hearing (Motion passes)	7
TIME: 4:00 p.m. to 6:45 p.m.	Public hearing to adopt the fiscal year 2018 budget	7
PLACE: Westchase Community Association Office	Motion to open the public hearing on assessments	
10049 Parley Drive	(Motion passes)	9
Tampa, Florida	Motion to pass Resolutions -4 and -5 (Motion passes)	57
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(813) 229-1588	Motion to accept engagement agreemer	nt, Erin
TAMPA: email: rlr@richardleereporting.comST. PETERSBURG:	McCormick (Motion passes)	116
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APPEARANCES: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT BOARD MEMBERS:		
Jim Mills, Chairman		
Greg Chesney Matthew Lewis		
Brian Ross	Motion to approve agreement wit	n Coastai
Barbara Hessler Griffith	(Motion passes)	117
ALSO PRESENT: SEVERN TRENT SERVICES:		
Andy Mendenhall Alan Baldwin	Motion to use property at West Pa	ark Village
DISTRICT ATTORNEY:	for Movies in the Park	
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Doug Mays Sonny Whyte	Supervisors' Request	138
	Adjournment	163

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1	The transcript of Westchase Community	1	(No response.)
2	Development District Board Meeting, on the 1st	2	MR. MENDENHALL: Okay. That motion
3	day of August, 2017, at the Westchase Community	3	carries. Item Number Three is the public
4	Association Office, 10049 Parley Drive, Tampa,	4	hearing to adopt the fiscal year 2018 budget.
5	Florida, beginning at 4:00 p.m., reported by	5	We'll start off this process procedurally.
6	Whitlie G. Cullipher, Notary Public in and for	6	What we need to do is open the public hearing
7	the State of Florida at Large.	7	for any resident comments, so I'll ask if there
8	*****	8	is a motion to open the public hearing.
9	MR. MENDENHALL: All right. This is the	9	MR. ROSS: So moved.
10	Westchase Community Development District board	10	CHAIRMAN MILLS: I'll second.
11	meeting. Today is Tuesday, August four	11	MR. MENDENHALL: Okay. So we had a
12	August 1st, rather. It's approximately 4:00	12	motion and that was a second?
13	p.m., and if we can start off with the role	13	CHAIRMAN MILLS: Yes.
14	call, we can just go around the table if you	14	MR. MENDENHALL: All in favor?
15	want to state your name for the record.	15	(All board members signify in the
16	MS. HESSLER GRIFFITH: Barbara Hessler	16	affirmative.)
17	Griffith.	17	MR. MENDENHALL: Okay. That motion
18	MR. LEWIS: Matt Lewis.	18	carries. And now, our public hearing is open
19	MR. ROSS: Brian Ross.	19	regarding the budget, so if you have any
20	MR. CHESNEY: Greg Chesney.	20	questions regarding the budget for the board,
21	CHAIRMAN MILLS: Jim Mills.	21	we can go around the room. If you just want to
22	MS. McCORMICK: Erin McCormick.	22	state your name for the record and direct your
23	MR. BALDWIN: Alan Baldwin.	23	questions towards the board. I didn't know if
24	MR. MENDENHALL: I'm Andy Mendenhall, and	24	you had anything on the budget or Mr. Argus?
25	we also have	25	MR. ARGUS: No.
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1	MS. STEWART: Tonja Stewart.	1	MR. MENDENHALL: Anyone did you have
2	MS. WHYTE: Sonny Whyte.	2	anything on the budget? No. Okay. Hearing no
3	MR. MAYS: And Doug Mays.	3	comments from the public on the budget, the
4	MR. MENDENHALL: There we go. All right.	4	next step is
5	Item Number Two is the consent agenda. I'll	5	MS. McCORMICK: Andy, do you want to open
6	note for the record I did receive some	6	the hearing on the assessments, as well, or are
7	corrections to the minutes, which we'll submit.	7	you doing that separately?
8	MS. HESSLER GRIFFITH: Andy, the pledge.	8	MR. MENDENHALL: Okay. I was considering
9	MR. MENDENHALL: Oh. Sorry about that.	9	it as one, but that's fine.
10	(The Pledge of Allegiance was recited.)	10	MS. McCORMICK: Yeah, just to make it
11	MR. MENDENHALL: Sorry about that. So	11	clear on the record that we're also having a
12	we'll go back to the consent agenda. As	12	public hearing on the assessments, as well.
13	mentioned, I had a couple of corrections that	13	MR. MENDENHALL: All right. So we'll
14	we'll submit, and we also have our financials	14	look for a motion to open the public hearing
15	on the consent agenda. So first, I'll ask if	15	for the assessments.
16	there is a motion to approve with the changes.	16 17	MR. ROSS: So moved.
17	CHAIRMAN MILLS: So moved.	18	MR. LEWIS: Second.
18	MR. MENDENHALL: Okay. Do we have a		MR. MENDENHALL: All right. All in
19 20	second?	19 20	favor.
	MR. LEWIS: I'll second.	21	(All board members signify in the
21 22	MR. MENDENHALL: All right. All in	22	affirmative)
23	favor?	23	MR. MENDENHALL: Does anyone in the
23 24	(All board members signify in the affirmative.)	24	public have a question on the assessments? All right. Fair enough. So now, we're looking for
25	MR. MENDENHALL: Any opposed?	25	a motion to close the public hearing on the
ر ب	THE PIEMPLINIALL. ANY OPPOSEUS		a modern to close the public healthy on the

	Page 9		Page 11
1	budget, as well as the assessments. If anybody	1	painting. If not, it'll take a while.
2	would like to make that motion.	2	MR. MENDENHALL: Okay. Anybody need a
3	MR. ROSS: So moved.	3	copy of the budget? I have a couple of extras.
4	CHAIRMAN MILLS: Second.	4	MR. CHESNEY: 003 help me out here,
5	MR. MENDENHALL: All right. All in	5	Doug and Sonny. So we were I mean, we used
6	favor.	6	to be responsible for the lights. We never
7	(All board members signify in the	7	were? Is that because I always get confused
8	affirmative.)	8	and forget which neighborhoods are responsible
9	MR. MENDENHALL: Okay. That motion	9	for what lights.
10	carries. So I see Alan is opening up the Excel	10	MS. WHYTE: On the Andy knows the
11	right now. He's here, obviously, if you as the	11	story we own nothing in there, and I believe
12	board this is your time, of course, prior to	12	there was a discussion a few years ago between
13	adopting the resolution which approves the	13	Charmaine Killian, which is the property
14	budget for fiscal year 2018, and then there is	14	manager
15	the component resolution, which adopts the	15	MR. MENDENHALL: That's correct.
16	assessments that would be levied based on that	16	MS. WHYTE: and Andy, so Andy, you're
17	budget.	17	probably better versed on that, but I see we're
18	So now, of course, is your opportunity if	18	still assessing for the streetlights.
19	you want to make any changes to the budget, ask	19	MR. MENDENHALL: Yeah, this is one that
20	any questions, Alan's here, I'm here. We're	20	we had talked about probably about two years
21	happy to help out.	21	ago. We talked with their property manager, as
22	MR. CHESNEY: Do you want me to go	22	well as one of their board members was present;
23	through these?	23	and basically, transferring it back to them to
24	MS. WHYTE: Yes, please.	24	handle because we don't own those. It hasn't
25	MR. CHESNEY: Okay.	25	gotten shifted yet, so we would not Erin
	Dagg 10		Dana 12
1	Page 10		Page 12
1	MR. MENDENHALL: There we go.	1	would probably need to create something legally
2	MR. CHESNEY: All right. Sonny did help	2	to get it well, actually, probably not.
3 4	a great deal in going through the budget, and	3 4	They're
5	she had some comments on some of the individual	5	MR. CHESNEY: Not if we never had them.
6	neighborhood accounts, and I thought we could go through them briefly. I'm going to be	6	MR. MENDENHALL: Yeah, I'm trying to think of there's a reason that it didn't get
7	frank, I'm not super prepared, so be kind to	7	shifted over, though, and I don't know if
8	me, Alan. Okay. So let's start with 002,	8	possibly they were going to talk to their
9	Harbor Links.	9	attorney and they didn't get back to us. I
10	MR. BALDWIN: Hold on, I'm still opening	10	don't know. I'd have to
11	up files.	11	MR. CHESNEY: Are you talking about when
12	MR. CHESNEY: Okay.	12	we took the gate?
13	MS. WHYTE: Greg, that one there, I spoke	13	MR. MENDENHALL: No.
14	to Doug	14	MS. WHYTE: We don't own anything in
15	MR. CHESNEY: Yeah.	15	there.
16	MS. WHYTE: and we might leave that,	16	MR. MENDENHALL: No, this was this was
17	because we're going to possibly paint and have	17	about two years ago, we went and looked at the
18	to clean the glasses on the post, and that's	18	different villages, and that particular village
19	actually going to be a little bit more. I	19	was one that we basically came across it, we
20	didn't realize there was a need for it to be	20	were paying for the streetlights, or collecting
21	done.	21	funds from the streetlights, that we did not as
22	MR. CHESNEY: Okay. That's fine.	22	a district have ownership of.
23	MS. WHYTE: So I think we can skip over	23	MR. CHESNEY: But they've been paying for
24	that one.	24	them. I mean, they now they are now paying
25	MR. CHESNEY: Okay. We can skip over the	25	the assessment?

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1	MR. MENDENHALL: Correct, yes.	1	MR. CHESNEY: Okay. What page would it
2	MR. CHESNEY: Okay. So do you have them	2	be on, because I don't have the
. 3	up yet, Alan?	3	MR. BALDWIN: That, I don't know.
4	MR. BALDWIN: I have the budget up, yes.	4	MR. CHESNEY: Okay. So what you have
5	MR. MENDENHALL: I think	5	miscellaneous contingencies in the amount of
6	MR. CHESNEY: So what are the charges in	6	4,525?
7	003?	7	MR. BALDWIN: Correct.
8	MR. MENDENHALL: I'm sorry, just to add,	8	MR. CHESNEY: Okay. What else do you
9	I think because I'm trying to remember back	9	have in that account?
10	from a couple of years ago. I think one of the	10	MR. BALDWIN: Nothing. Nothing has been
11	challenges was them setting up the collection	11	through April, there were no charges that
12	through their HOA to cover those electrical	12	hit that account, and we just only projected
13	costs before we could shift it over to them.	13	the full amount, and we still budgeted the same
14	Honestly, like I said, it's about two years	14	amount. Now, whether or not
15	ago. I know that there was something left	15	MR. CHESNEY: So nothing's hid?
16	hanging by their HOA at the time.	16	MR. BALDWIN: As of April, correct. I
17	MR. CHESNEY: Yeah, so there's no	17	can try to pull up
18	payments been made in the last 12 months.	18	MR. CHESNEY: No, that's fine. So what
19	Correct? Alan?	19	about the prior year?
20	MR. BALDWIN: No, we've made payments.	20	MR. BALDWIN: Nothing.
21	Are you talking about the utilities?	21	MR. CHESNEY: Okay. So what's the
22	MR. CHESNEY: Yeah.	22	current balance then?
23	MR. BALDWIN: Yes.	23	MR. BALDWIN: What do you mean?
24	MR. CHESNEY: Okay. So then that's a	24	MR. CHESNEY: Well, what's the current
25	legal issue then. We'll keep it until next	25	balance in 004, the fund balance for Saville
	<u> </u>		·
	Page 14		Page 16
1	year when we	1	Rowe?
2	MR. BALDWIN: Okay.	2	MR. BALDWIN: Okay. We have unassigned
3	MS. WHYTE: I think part of the problem	3	cash of \$18,439, and on the next page, it will
4	was their budget cycle didn't coincide with our	4	be the Exhibit D.
5	budget cycle or something to that effect.	5	MR. CHESNEY: Okay. All right. So then
6	MR. BALDWIN: Their calendar and our	6	I would think that we could get rid of the
7	calendar year.	7	contingency then.
8	MS. WHYTE: Their calendar year and our	8	MR. BALDWIN: All right.
9	calendar year didn't meet up, and it was	9	MR. CHESNEY: I mean, assessing for the
10	difficult because they didn't budget for it	10	contingency.
11	ahead of time, and so I think that was the	11	MR. BALDWIN: That's correct, we can do
12	issue.	12	that.
13	MR. CHESNEY: I understand. Okay. So	13	MR. CHESNEY: Okay.
14	we're going leave that, and I'll leave so on	14	MS. HESSLER GRIFFITH: Sorry, where are
15	004, Saville Rowe, there is can you detail	15	we looking, Greg?
16	the assessment amounts or the balance	16	MR. CHESNEY: Well, I don't know. I'm
17	amounts I should say.	17	going to try to figure out what page do you
18	MR. BALDWIN: What do you mean by the	18	know what page we're on here?
19	balance amounts?	19	MS. WHYTE: It should be 16, your budget
20	MR. CHESNEY: What are the how about	20	cycle, 004.
21	if you you're not looking at one of these	21	MR. CHESNEY: I'm going from notes so
22	pages in here, you have your own little special	22	page did you say 16?
23	sheet. Right?	23	MS. WHYTE: Yes.
24	MR. BALDWIN: I have the Excel version of	24	MS. McCORMICK: 16 and 17.
25	it.	25	MR. CHESNEY: Like I said, I apologize, I
		1	

	Page 17		Page 19
1	had intended to do this prior to the meeting.	1	MR. BALDWIN: Correct.
2	How can you guys find it so fast? Okay. 16	2	MR. ROSS: Which is why he's suggesting
3	and 17. Perfect. Okay. That's a lot easier.	3	we don't need to continue to assess it, we've
4	Yeah.	4	built up enough of a fund balance.
5	MR. BALDWIN: So you want me to take out	5	MR. CHESNEY: Okay. And like I said,
6	the projections for the 4,525, and you also	6	Sonny did a great job going through and
7	want to take out the budget for next year.	7	identifying all of these, and I did a poor job
8	Correct?	8	of taking care of this ahead of time, which is
9	MR. CHESNEY: When you say take out the	9	what I normally do, but that's fine. All
10	budget for next year, take out the	10	right. So 102
11	MR. BALDWIN: \$4,525.	11	MR. BALDWIN: Okay.
12	MR. CHESNEY: Yeah, let me just look at	12	MR. CHESNEY: And this was the okay.
13	this. Yes, I don't see why that would be an	13	Now, we just got a new gate operator.
14	issue, because if it hasn't hit in 12 months	14	MS. WHYTE: We're just paying for those.
15	yeah. That's fine.	15	I just sent the bills down today.
16	CHAIRMAN MILLS: No expenses even two	16	MR. CHESNEY: Okay.
17	years prior to that.	17	MS. WHYTE: We had to put in brand new
18	MR. CHESNEY: Okay.	18	gate operatives, which the board approved at
19	MR. ROSS: If I'm jumping in, sorry.	19	last month's meeting. So the \$16,800 is I
20	Greg, didn't I have a problem in the past	20	think we can safely reduce that because they're
21	couple of years in their community with regard	21	under warranty. There will still be gate arms
22	to storm water runoff or parking lot or	22	and stuff that like, but leave a smaller
23	something?	23	amount. I think we can probably reduce it by,
24	MR. CHESNEY: Yeah.	24	you know, 10,000, maybe 6,800. Doug, are you
25	MR. ROSS: So did they purposely jack up	25	comfortable with just \$6,800 for our
	Page 18		Page 20
1	their reserves, so to speak? Was that	1	MR. CHESNEY: Well, hold on, what's the
2	purposeful?	2	assessment amount versus the balance in there?
3	MR. CHESNEY: Well, we paid no, we	3	MS. WHYTE: That's something that someone
4	paid for it, and then they went negative. See,	4	would have to look at.
5	what I think that is is I think that is that	5	MR. CHESNEY: What's the I'm asking
6	we didn't readjust it back when they went	6	Alan if
7	negative. Because that's what happens, a lot	7	MR. BALDWIN: Right now, we're budgeting
8	of these just as an understanding for	8	for R & M Gate, \$16,800.
9	someone who's new, so you can go negative in	9	MR. CHESNEY: Okay. And we paid ten out
10	one of these fund balances for a neighborhood,	10	of the current year, and that's the entire gate
11	and then we pay it, and they go negative, and	11	operator.
12	then we might increase the assessment to bring	12	MS. WHYTE: No, the new gate operators
13	them back up. The key is to remember to bring	13	haven't hit yet. They are being they're
14	it back down afterwards, so I think that's what	14	going to hit the account as of probably the
15	happened in there.	15	next 48 hours, because I just sent them down to
16	MR. ROSS: Oh, okay.	16	the
17	MR. CHESNEY: I think you were correct in	17	MR. CHESNEY: But what was the
18	your remembering.	18	approximate?
19	MR. ROSS: Okay. That makes sense to me	19 20	MR. MAYS: 8,500.
20 21	then.	20	MS. WHYTE: 85, so under 10,000. But we still have a fund balance in the account.
22	CHAIRMAN MILLS: But it's showing three years running of no expense.	22	MR. CHESNEY: Right, what's the current
23	MR. CHESNEY: Right.	23	fund balance?
24	MR. BALDWIN: Correct.	24	MR. BALDWIN: Hold on, I'm writing notes
25	CHAIRMAN MILLS: Right?	25	off to the side. Right now, they have
			3 ,,
			5 (Pages 17 to 20)

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1	unassigned cash of \$146,966.	1	MR. MAYS: Okay.
2	MR. CHESNEY: Okay. Which is obviously	2	MR. CHESNEY: My suggestion would be to
. 3	too much. Okay. So	3	change it to
4	MR. BALDWIN: So R & M Gates, if we're	4	CHAIRMAN MILLS: I'd rather leave an
5	putting in new gates, then whether or not you	5	amount in there and if we need to take some of
6	believe that 16,800 is too high, then we can	6	it for unassigned, then because ten gates
7	reduce it.	7	and ten arms is
8	MR. CHESNEY: So do you have a	8	MR. CHESNEY: Yeah, we have a large
9	suggestion? Should we maintain any I mean,	9	amount of unassigned already. I guess my
10	you have a large amount of unassigned also in	10	suggestion is to move it to ten.
11	there.	11	MR. BALDWIN: Because the in the prior
12	MR. MAYS: There is only one operator	12	year, I mean, for fiscal year of '15, it was
13	left that we haven't changed over there.	13	only about 9,000, and same thing for '16. It
14	They're about four or five grand, but we're not	14	was about 9,000.
15	ready to working fine now, but it would be	15	MR. CHESNEY: So reduce it to ten.
16	nice to have at least six or 6,500 just in case	16	MR. BALDWIN: Okay.
17	we have some other	17	MR. CHESNEY: That's my suggestion,
18	MR. CHESNEY: We can just drop it to ten	18	reduce it to ten. Is it all right that we just
19	then.	19	make these changes? Does anyone does anyone
20	CHAIRMAN MILLS: For The Greens?	20	not want to do them, then we can just vote on
21	MR. MAYS: For The Greens, yeah.	21	them?
22	CHAIRMAN MILLS: What about the arms that	22	MS. HESSLER GRIFFITH: Yeah, I just I
23	people drive through?	23	got to be honest, I'm a little surprised that
24	MR. MAYS: We've got a couple of them in	24	we don't have the same information that you
25	surplus now, but we go through about four a	25	have, because I would actually like to see the
	Dago 22		Page 24
	Page 22		Page 24
1	year in there. They're about a thousand	1	fund balances for each of these.
2	dollars apiece.	2	CHAIRMAN MILLS: They're in there.
3	MR. CHESNEY: So that would be 10,000.	3	MR. MENDENHALL: It's the exhibit that's
4	MS. WHYTE: I think you're probably safe	4	MC HECCLED COLETTIA NAME (co.d.
5	with a good sixty eight, seven thousand,	5	MS. HESSLER GRIFFITH: Not the fund
6	\$8,000, no more than that. I don't think we	6 7	balance, I'm talking about for each of these
7 8	need		individual funds. Right?
9	MR. BALDWIN: Do you want me to take off	8 9	MR. MENDENHALL: Yeah, it's in there,
10	10,000? MR. CHESNEY: Well, I'd leave 10,000.	10	also. MS. HESSLER GRIFFITH: Okay.
11	The problem is you still have a large amount of	11	MR. BALDWIN: Each of the individual
12	unassigned.	12	funds has an exhibit behind it.
13	MR. BALDWIN: That's correct.	13	MS. HESSLER GRIFFITH: Okay. I guess
14	MR. CHESNEY: I mean, you could probably	14	let me rephrase it. The formatting, so that
15	really make it zero.	15	it's a little easier to follow so that I'm not
16	MR. BALDWIN: It's up to you, up to the	16	going back and forth between pages. So if we
17	board.	17	could sort of see what the budgets are, what
18	MR. MAYS: We still have we talked	18	the actuals were, as well as like the
19	about building the wall over there for one of	19	percentage of actual to budget.
20	the communities that's missing one, too, so we	20	Because as I'm looking through this, I'm
21	might want to make sure we are prepared for	21	seeing some cases where like the actuals for
22	that.	22	the first four months is already well over 50
23	CHAIRMAN MILLS: That will come out of	23	percent of the what we're budgeting. So
24	unassigned.	24	that would sort of help me to say, "Hey, maybe
25	MR. CHESNEY: Okay. Well	25	we need to put more money in there if we're
			6 (Pages 21 to 24)

Page 25 Page 27 1 already well past that." And then just to 1 agenda -- those financials will actually give 2 2 sort of know what the balance is in the funds you the percentages of where you're sitting. 3 3 just for like right there. But it is what it MR. CHESNEY: It's just in a different 4 4 is, so we will toggle between pages. document. 5 5 MS. McCORMICK: But Barbara, when you say MR. BALDWIN: Yes, it's just in a 6 formats, do you mean because it says April of 6 different document. 7 7 2017? MR. CHESNEY: And also, just so I clear 8 8 MS. HESSLER GRIFFITH: Mm-hmm. this, I'm just going through the neighborhoods 9 MS. McCORMICK: But that would be -- it 9 there because we don't want them to be charged 10 10 would actually be October, November, December, additional for things that we should stop. 11 and then January, February, March, April, so 11 That's all. 12 it's seven months. 12 MS. HESSLER GRIFFITH: Yep. 13 13 MR. BALDWIN: Our calendar year starts MR. CHESNEY: So it's not really any 14 October 1st, so it's not just four months' 14 budget-related things, it's just kind of a --15 15 worth. MS. HESSLER GRIFFITH: Yeah, you know, 16 16 MS. HESSLER GRIFFITH: Okay. So same Greg, if you can just let me know where you 17 thing then. I guess that's probably even more 17 are, and I'll --18 18 of an argument for why we should have the MR. CHESNEY: Sure, but actually, Jim's 19 percent to budget. Right? 19 been helping me get on the right page, so -- so 2.0 MR. BALDWIN: Those are in your 20 we were in The Greens, which was on page 21, 21 21 financials, yes. The financials show the and it says, "Westchase fiscal year '18 budget 2.2 22 percentage of the budget, but the budget itself modify tentative," that PDF on Dropbox. 23 23 MS. HESSLER GRIFFITH: On the financials does not show any type of percentage based upon 24 your expenses. That's what the financials 24 or the budget? 25 show. 25 MR. CHESNEY: On the budget. I'm just Page 28 Page 26 1 MS. HESSLER GRIFFITH: Okay. So when I'm 1 going through the neighborhood. 2 looking at salaries, for example, and I see 2 MS. HESSLER GRIFFITH: Yeah. Okay. I 3 3 what my actuals are for 2017, and I want to think I'm with you, I think I've got that in 4 4 know how much to budget for 2018 -- right -- we front of me here. Right? 5 tend to look at history to determine what we 5 MR. BALDWIN: Mm-hmm, correct. 6 need to budget. So if I want to know how I'm 6 MR. CHESNEY: So now, we're going to 103, 7 7 trending for this year, because if I'm 50 which Jim has been very helpful to me, it's on 8 8 percent through the year but I'm at 80 percent page 23. Right? Or 22? 23. Okay. So --9 of budget, then I might need to consider --9 MR. BALDWIN: It's the same thing about 10 10 MR. BALDWIN: Correct, I understand your the contingency? 11 thought. 11 MR. CHESNEY: Yeah, that's the exact same 12 12 MS. HESSLER GRIFFITH: Okay. So just thing, because they went negative and we, you 13 13 know, essentially loaned them the money. that would be helpful, I guess is what I'm 14 saying, is to have the percent to budget 14 That's the exact same thing. 15 compared to -- because I'm finding I'm doing 15 CHAIRMAN MILLS: Stonebridge? 16 16 the math myself as I'm going through here in my MR. CHESNEY: Stonebridge. That was 17 17 head. because they had all those gate issues. 18 MR. BALDWIN: But that's what I'm saying, 18 MS. WHYTE: We are probably going to need 19 your financials should automatically give you 19 to purchase new gate operators in the next 2.0 20 little while, but they do have a very healthy the percentage. 21 MR. CHESNEY: Versus the budget. 21 budget as far as we can see, as well, so if we 22 2.2 MR. BALDWIN: Versus the budget. needed to --23 MR. CHESNEY: Yeah. 23 MR. BALDWIN: They have unassigned cash 24 MR. BALDWIN: The financials -- which I 24 of a little over 9,000. 25 believe are in front of your budget in your 25 MS. WHYTE: Yeah, and if we needed to --

	Page 29		Page 31
1	I mean, there's going to be money left over	1	leftover funds go into the general fund?
2	again this year. Correct?	2	MR. BALDWIN: Correct.
. 3	MR. BALDWIN: I do not show anything as	3	MR. CHESNEY: And we decided
4	of yet in regards to miscellaneous	4	MR. BALDWIN: Because there's it's a
5	contingencies.	5	minute amount. I mean, I think the one that
6	MS. WHYTE: Yeah, we should be fine.	6	closed this year with like \$6,000, it's very
7	MR. CHESNEY: Yeah. I mean, the problem	7	minute. Right now, for next year, we're
8	with that neighborhood is that it's very small,	8	projecting an \$8,000 possible balance. Like I
9	so anytime you have something hit, it costs	9	said, I tried to bring this budget down as far
10	money. So they historically, over, you know,	10	as I possibly can, but I keep a little bit in
11	a long period of time, they've gone negative	11	there just in case someone doesn't pay, and I
12	many times.	12	don't want to be in the negative. So
13	MR. BALDWIN: Yeah, in 2014, they went, I	13	MR. CHESNEY: Okay. All right. And that
14	believe.	14	neighborhood, that would be the Bridges and
15	MR. CHESNEY: Yeah, but we should be able	15	MR. BALDWIN: Well, now, that's going to
16	to get rid of it now.	16	be a different question.
17	MR. BALDWIN: Okay.	17	MS. WHYTE: Yeah, it is the Bridges.
18	MR. CHESNEY: Okay. And it should be the	18	MR. CHESNEY: Yeah.
19	same thing on 106. I think I got the Enclaves	19	CHAIRMAN MILLS: I think The Greens has
20	and the Vineyards confused, no offense to	20	some rolling off, too.
21	anyone that's from either of those two	21	MS. WHYTE: The Greens has one or two,
22	neighborhoods. So 106 is the Vineyards, they	22	Bridges is the others, and then we have an 18
23	should have the same thing for contingency.	23	well, that's the 18, and then we have a 20
24	MR. BALDWIN: They have a contingency of	24	and 21. There's two left after that.
25	10,000 projected and budgeted, but I can take	25	MR. ROSS: Those are the last ones?
23	10,000 projected and budgeted, but I can take	23	Pilk. RO33. Those are the last ones:
	Page 30		Page 32
1	those out.	1	MR. BALDWIN: Those are the last ones,
2	MS. HESSLER GRIFFITH: All right. Greg,	2	correct.
3	where do you see 106?	3	MS. WHYTE: Mm-hmm, those are the last
4	MR. CHESNEY: I'm getting to it	4	two, correct. 20 and 21 are the last two.
5	MS. McCORMICK: Page 29.	5	MR. BALDWIN: Any other questions?
6	CHAIRMAN MILLS: Page 29.	6	CHAIRMAN MILLS: I have a couple.
7	MR. CHESNEY: 29, yes. Contingency.	7	MR. BALDWIN: Okay.
8	MS. WHYTE: It's on page 30.	8	CHAIRMAN MILLS: So if we go back to the
9	MR. CHESNEY: So same thing.	9	General Fund Sonny could have probably
10	MR. BALDWIN: Okay.	10	answered these for me if I went and saw her by
11	MR. CHESNEY: And once again, Sonny did a	11	any chance. But general liability insurance is
12	great job in going through this. So anyone	12	plugged at 39 and change from 35. Is that
13	that lives in those neighborhoods, you should	13	MR. BALDWIN: Really
14	all thank her. She'll save you a few bucks.	14	CHAIRMAN MILLS: Were we expecting an
15	MR. BALDWIN: And I also just wanted to	15	increase?
16	mention that your funds were 256, which is the	16	MR. BALDWIN: It's a 1.1 percent
17	2007-2 series, will be paid off next year, and	17	increase. At this point in time in the year,
18	we did reduce the assessments from being at the	18	we still don't know what the insurance is going
19	maximum level down to a lower level so you	19	to do, so it's a 1.1 percent increase over your
20	won't have that much excess money at all once	20	actual of this year.
21	the final payment goes through.	21	MR. MENDENHALL: We don't get the
22	CHAIRMAN MILLS: What's that for?	22	renewals until October
23	MR. BALDWIN: That was for the 2007-2.	23	MR. BALDWIN: October, correct.
24	MR. CHESNEY: And that was relative,	24	MR. MENDENHALL: so they budget
25	because those the funds there any	25	conservative.
		<u> </u>	9 (Dagge 20 to 22)

	Page 33		Page 35
1	CHAIRMAN MILLS: Okay. And then we moved	1	buckets that we need to address. Right?
2	R & M Lake Erosions to the erosion control	2	MR. CHESNEY: Yeah, because what happens
. 3	reserve line. Correct? It zeroed that out.	3	is if you don't spend it each year like that
4	MR. BALDWIN: Correct.	4	11,000 then it goes into that fund balance,
5	CHAIRMAN MILLS: And then R & M	5	and that's why the fund balance keeps growing.
6	Sidewalks, we've had zero year to date, but	6	CHAIRMAN MILLS: Okay. I just want to
7	17,000 in the budget. Leave that alone?	7	make sure it doesn't hamper what we need to do,
8	MS. WHYTE: Mm-hmm.	8	but at the same time, kind of clean up a line
9	CHAIRMAN MILLS: Okay. Office supplies	9	item based on the three year's history. Right?
10	from 3,500 to 11,005.	10	MR. MENDENHALL: Yeah, that makes good
11	MS. WHYTE: To what?	11	sense.
12	MR. BALDWIN: Your current budget is	12	CHAIRMAN MILLS: That's all I had. Thank
13	11,005, and we kept the current budget at	13	you.
14	11,005. I'm showing trending as being around	14	MR. MENDENHALL: Sonny?
15	2,500 to 3,500, so if you wish to modify it, we	15	MS. WHYTE: Alan, I know we briefly
16	can modify it.	16	discussed the contract replacement the other
17	MS. WHYTE: We can, it was just increased	17	day.
18	because we bought the iPads. Hopefully, they	18	MR. BALDWIN: Mm-hmm.
19	will last a little bit longer. There was a	19	MS. WHYTE: Were you able to adjust that?
20	period of time that we, you know, replaced	20	It went from you had it down as four times a
21	those, and I don't know what the longevity of	21	year, it's actually three times a year.
22	that is yet. And anything else for the you	22	MR. BALDWIN: I did not change it yet.
23	can certainly reduce it a little bit as you can	23	MS. WHYTE: Under contract amount.
24	see. We don't use as much	24	MR. BALDWIN: Again, this is under plant
25	CHAIRMAN MILLS: Actual is 2,400, 3,400,	25	replacement?
	Page 34		Page 36
1	and projected 3,500. Any thoughts on that?	1	MS. WHYTE: Yes, it should be the
2	MR. CHESNEY: Yeah, my suggestion is you	2	projection from 2017.
3	actually bring it down because you can always	3	MR. BALDWIN: I'll change it from four to
4	use fund balance if you need to replace iPads	4	three. That's changed.
5	or something like that.	5	MS. WHYTE: Great.
6	MS. WHYTE: Yep, that's fine.	6	MR. CHESNEY: All right. Just so
7	MR. BALDWIN: 3,500?	7	everyone that's a little bit bigger of an
8	MR. CHESNEY: Or whatever the run rate	8	issue, because at times, we've had four plant
9	is.	9	changings, so that's why the budget was set at
10	MR. BALDWIN: Last year, we did close to	10	that. Currently, we have three, so you might
11	3,500, and we did a projection this year close	11	want to make sure those
12	to 3,500. I mean, it's the year before, it	12	MS. WHYTE: I apologize. For those who
13	was at 2,500.	13	don't know, under the Davey's, we have
14	MR. CHESNEY: So 3,500 sounds reasonable.	14	contractual amounts set on the budget. It
15	CHAIRMAN MILLS: That doesn't tie the	15	can't be adjusted unless the board votes on it
16	staff up in terms of availability if things do	16	and we do an addendum to the contract. But we
17	come up.	17	have three plant change-outs on the medians,
18	MR. CHESNEY: Right, and that's the	18	and according to the budget, it increased this
19	thing, is you can always just because you	19	year to 70,000. And that's because in the
20	don't have a you know, the budget is a tool,	20	past, it's been four, but it's actually
21	but if something happens, you can always go	21	contractually set for three times a year at
22	negative. I mean, you don't want to make a	22	58,000. And usually, you can't just change a
23	habit of it.	23	contracted amount. That is why I brought it to
24	CHAIRMAN MILLS: But at the same time,	24	the attention of Alan.
25	we've got a lot of unassigned cash in different	25	MR. MAYS: There could be another reason

Page 37 Page 39 1 1 MR. MAYS: Three times. We changed it why it was a little higher this year. 2 2 MS. WHYTE: No, that other one went into during TruGreen, I believe, or after TruGreen 3 3 R & M -left. 4 MR. MENDENHALL: Mr. Ross? 4 MS. WHYTE: I'd have to go back, but 5 5 MR. ROSS: So if we did four change-outs, anyway, with Davey, it's always been three 6 6 what would be the budgeted or expected cost? 7 7 CHAIRMAN MILLS: Okay. So it's a set MS. WHYTE: Well, it depends. It roughly 8 8 would go up another \$17,000, but it's in the amount? 9 contracted amount. You'd have to change the 9 MS. WHYTE: It's a set amount. It's a 10 10 contract and do an addendum to their contract. contractual, signed, contracted amount. 11 MR. ROSS: Or you could just go to 11 MR. ROSS: Well, just to make sure I'm 12 12 another vendor and you don't even -not mixing up issues, I'm thinking we'd just 13 13 MS. WHYTE: Well, when -- let's just say done some work up at the commercial parcels 14 14 up there, we've just done a change-out on the 15 15 entryway to Westchase. What happens in the MR. MENDENHALL: When you're laying out 16 16 the specifications, you might say, "Hey, let's upcoming year, we say, "Ugh, we need to change 17 17 something here"? Is that a totally different do four." You always have that option. 18 18 MS. WHYTE: Yeah. line item and --19 MR. BALDWIN: Right now, I'm showing it's 19 MS. WHYTE: That is -- that is what we 20 20 call our R & M Grounds Budget, that's Doug's 17,653 per the contract, and what -- what I 21 budget for plant material. Any additional work 21 had, though, was times four times a year, and 22 22 that's when Sonny said it's not really four that the board is requesting like plant 23 23 material and trees and stuff, that's our R & M times a year, it should have been only three 24 times a year. So the original number is what's 24 Ground, and that was always set at 145, and 25 showing on your budget right now, the 70,000, 25 this year, it's decreased to 116. But as you Page 40 Page 38 1 1 said, we do have a healthy budget otherwise. and once I make that change -- if my Windows 2 would not freeze --2 MR. CHESNEY: Yeah, I didn't realize -- I 3 3 MR. CHESNEY: The other thing -- while didn't catch -- has it been 116 for a while? 4 4 you do that -- is this is separate from the MS. WHYTE: No. I don't know why it was 5 planting budget, which is approximately 150,000 5 reduced, but -б 6 MR. BALDWIN: I don't have any per year. 7 7 MS. WHYTE: No, actually, that went down information on that. I just show it as being 8 8 to 116 for whatever reason. 116 at this point in time. 9 9 MR. CHESNEY: 116. Okay. And we MS. HESSLER GRIFFITH: Doug, does it need 10 10 probably used it when we did the parks to to be 116 or 145 or --11 balance the park --11 MR. MAYS: You know me, I can deal with 12 12 MS. WHYTE: Mm-hmm. it, but healthier is better because especially 13 13 MR. BALDWIN: So it brought it down to since we're talking about doing some plant 14 52,959 only doing it three times. 14 rotations in some of the medians, so --15 CHAIRMAN MILLS: Was it four times in '15 15 MR. BALDWIN: And what I can --16 16 and '16? MS. WHYTE: But you can't increase it. MS. WHYTE: No. 17 17 Right? 18 CHAIRMAN MILLS: Because those amounts 18 MR. BALDWIN: Well, what you can do is 19 are in the 68 and \$75,000 range. 19 the money that was just reduced in the annuals, 20 MS. WHYTE: It was -- with Davey, it's 20 21 21 always been three times. Ever since Davey MR. MAYS: Move that over. 22 22 has been on the property, it's been a MR. BALDWIN: I can -- the difference 23 23 three-time change-out. between what we just reduced it by, I can 24 24 MR. MAYS: It's been longer than that. increase this line item by that same difference 25 25 if the board wishes. MS. WHYTE: Mainscape was --

	Page 41		Page 43
1	MR. ROSS: I would support that.	1	MR. CHESNEY: Yeah, that's good, because
2	MR. CHESNEY: I would support that, as	2	I know Doug utilizes that budget.
. 3	well.	3	CHAIRMAN MILLS: Well, and that gives us
4	MS. WHYTE: Before you support that, let	4	the flexibility you're talking about, when we
5	me just ask bring up one other thing. On	5	talked about redoing the entries to whenever,
6	R & M walls and signs, for whatever reason, it	6	so you've got that money to work with then.
7	went up to 68,000 the year before, and I think	7	MR. MAYS: Yes, mm-hmm.
8	that's the balance difference. We've always	8	CHAIRMAN MILLS: Good, I like it.
9	only ever had about 25 to \$30,000 to do R & M	9	MR. BALDWIN: Okay.
10	walls, which is power-washing all of the walls	10	MS. HESSLER GRIFFITH: So I've got some
11	and stuff throughout the community on a yearly	11	other questions on the General Fund, and some
12	basis, and that went up last year to 68. Can	12	of it may just be education. So when I look at
13	we use some of that to offset the cost?	13	management consulting services, so just two
14	MR. BALDWIN: Well, I'm showing the	14	years ago, our actuals were 98, we're now
15	actual in '15 was 32,500, and that was the high	15	budgeting 108. That's about a ten percent
16	mark between '15 and '16. It's the same thing,	16	increase. What happened there?
17	if you want me to reduce it town to the 32,500,	17	MR. BALDWIN: Based on CPI
18	I can reduce it and then take the excess and	18	MR. CHESNEY: Yeah, contracted can go by
19	put it into the other account.	19	the CPI number each year.
20	MS. WHYTE: That would be preferable.	20	MS. HESSLER GRIFFITH: Okay. So we
21	MR. CHESNEY: I would concur.	21	didn't buy more services or anything?
22	MR. ROSS: I'll support that.	22	MR. CHESNEY: We should not have. Not
23	CHAIRMAN MILLS: Yeah.	23	that I'm aware.
24	MR. BALDWIN: Some of these changes, I'll	24	MS. HESSLER GRIFFITH: Okay. And then
25	have to do when I get back to the office so I	25	I'm curious, the R & M Aquascaping, so in 2016,
	Page 42		Page 44
1		1	
1	make sure I don't accidentally link the wrong	1 2	we were at 1,800. The following year, we
2 3	thing. MS. McCORMICK: So are you transferring	3	jumped up to 15 grand. We're now proposing to budget 15,000, but for 2017, we are targeting
3 4	both that and the plant replacement?	4	20,000, so should it be 15,000 or 20,000 for
5	MR. BALDWIN: Correct, I'm taking the	5	2018?
6	difference between the plant replacement and	6	MR. BALDWIN: And where are you at, I'm
7	the walls and signage, and I'll move it down	7	sorry?
8	and put it into hold on.	8	MS. HESSLER GRIFFITH: The general, under
9	CHAIRMAN MILLS: R & M Grounds.	9	flood control, storm water management, R & M
10	MR. BALDWIN: R & M Grounds, yes.	10	Aquascaping.
11	MR. CHESNEY: Can you say what the plant	11	MR. MAYS: We need to keep that.
12	budget will be then?	12	MS. WHYTE: We need to definitely keep
13	MR. BALDWIN: Not off the top of my head.	13	that as high as possible.
14	I'd have to sit here and try to do	14	MS. HESSLER GRIFFITH: Yeah, that's what
15	calculations.	15	I'm curious about, if 20,000 is what we had
16	MR. CHESNEY: That's fine.	16	this, but we're proposing 15 for 2018
17	MS. STEWART: That's dangerous.	17	MR. MAYS: Yeah, because we were talking
18	MR. BALDWIN: Well, I just don't like	18	about putting even more. We put quite a few
19	doing it off the top of my head at this point.	19	plants out, but we still need to put more.
20	CHAIRMAN MILLS: About 165, 166,	20	CHAIRMAN MILLS: Yeah, we're already at
21	somewhere in there.	21	18,500.
22	MR. CHESNEY: So it's been high I	22	MS. HESSLER GRIFFITH: Well, but
23	mean, so the highest it's ever been was 150	23	MR. MENDENHALL: Well, you'd just have to
24	when we started it way back.	24	take something out of contingency or
25	MR. ROSS: That's a record.	25	MS. WHYTE: Or we can adjust it at the
			11 (D 41 +- 44)

Page 45 Page 47 1 1 end, yeah. we go down to 38 grand, then we budget 20 2 2 MR. MENDENHALL: Yeah, so -- yeah, to grand, of which we've spent none so far. 3 3 your point, your option is that you can try to CHAIRMAN MILLS: We took that out and 4 4 adjust something now, bring one down and move moved it into erosion control reserve. 5 5 some into Aquascaping, or at the end of the MS. HESSLER GRIFFITH: Okay. 6 6 CHAIRMAN MILLS: It's a different line year, you can remedy it by the same thing. If 7 7 you're under budget in one line item, we can do item now. 8 8 a journal entry to increase the line item for MS. WHYTE: Where -- and that is my 9 9 Aquascaping. question, Barbara. The lake erosion, we did a 10 MR. BALDWIN: Well, for the budget, I 10 pond repair this year of -- two pond repairs 11 mean, as long as we're not changing the bottom 11 over in Bennington and Glenfield? 12 12 line of your controlled expenditures, I mean, MR. MAYS: Wycliff and Greensprings. 13 13 you can just do a motion in order to move a MS. WHYTE: In the past, we've always had 14 dollar amount between the two. Now, if we were 14 a line item with erosion repairs. We used to 15 15 changing it by the bottom line figure, then we have \$100,000, and then the board last year, at 16 16 would have to do a resolution in order to have the last budget meeting, they discussed putting 17 those changes made. 17 into a --18 18 CHAIRMAN MILLS: We're not going to do MS. HESSLER GRIFFITH: A reserve. 19 that. Can we just take five out of the grounds 19 MS. WHYTE: What did you call it, a 20 20 and move it into Aguascape? reserve? 21 21 MR. BALDWIN: Is that what we're going to CHAIRMAN MILLS: Reserve erosion control, 2.2 22 try to do? Do you want me to try -page four. 23 23 MR. CHESNEY: Do you have any MS. WHYTE: So that's always been 24 suggestions? 24 dedicated to erosion. 25 25 MS. HESSLER GRIFFITH: Yeah, I guess, MS. HESSLER GRIFFITH: So would that Page 46 Page 48 1 because -- I mean, if I just look at flood 1 21,000 projected, would that go into the 2 control, storm water, that whole category, our 2 reserve, or should it continue to sit where 3 3 projected spent is 175, but our budget is 153, it's sitting? 4 4 CHAIRMAN MILLS: Well, it sits where it so that includes lake erosion, where we have 21 5 grand already for 2017, but we've budgeted 5 sits for this year, but we're zeroing it out б 6 and moving it to a reserved category with zero. 7 7 MR. MENDENHALL: Yeah, you've also got 60,000 plugged in for each year going forward. 8 8 improvement parks that you could --MS. HESSLER GRIFFITH: Okay. 9 9 MR. CHESNEY: Oh, yeah, there is plenty MS. WHYTE: And where is that reserve at? 10 10 CHAIRMAN MILLS: Page four, under the of money in the budget. It's just, you know, 11 11 how you --General Funds. Exhibit A. Assigned fund 12 12 CHAIRMAN MILLS: Be careful, Barbara, balance, erosion control. 13 13 about the projected spent because the projected MS. STEWART: How much? 14 amount is simply the difference between the 14 CHAIRMAN MILLS: 60,000. 15 15 MS. STEWART: Thank you. actual year to date and the budget. It's just 16 16 a plugged number. It's not necessarily what MS. HESSLER GRIFFITH: All right. And 17 17 they're projecting. then I have a question on walls and signage, so 18 MS. HESSLER GRIFFITH: Fair enough. Yep. 18 our actuals 2015, 32, we go down to 22, and 19 CHAIRMAN MILLS: It's an auto 19 then we, for 2017, approved a budget of 20 20 calculation. Right? 68,000. And we're proposing to move that on to 21 MR. BALDWIN: Some of it, yes. 21 2018. 22 22 MS. HESSLER GRIFFITH: Is there a reason MR. BALDWIN: We just made that change 23 23 that we projected 21 -- hold on, let me think just now. 24 24 CHAIRMAN MILLS: We just changed that to about this. So if I look at this -- all right. 25 25 32,500. So if I look at lake erosion, 2015, 63 grand,

Page 49 Page 51 1 MR. BALDWIN: That's the change we just 1 comes, we would look to move funds from another 2 2 made. line item. 3 3 MS. HESSLER GRIFFITH: Oh, okay. All MR. CHESNEY: Yeah. 4 4 right. And then my last question on the MS. HESSLER GRIFFITH: So here's my 5 5 general is with regard to payroll. So when I thought, you know, and maybe this isn't the 6 6 look at the payroll year to date for 2017 -- I time to have the conversation, but bonuses is 7 7 may have asked this question before and just paid for performance, and if you have to pay 8 don't recall the answer -- but the bonuses are 8 for performance, you have to have clear 9 280 percent compared to projection. What --9 guidelines of what performance is expected, and 10 10 what happened? having participated in the performance 11 11 MR. CHESNEY: Well, last year, we gave evaluation -- not participated, but I was 12 12 here -- and I didn't see a whole lot of fairly large bonuses -- that's a philosophical 13 13 thing with the board. You'll get it again here feedback being given with regard to 14 in about another month or two, but there's a 14 performance. 15 certain board member who is trying to limit 15 I know, Andy, you had asked the board 16 16 salary growth and increase bonuses, and so we members to submit, you know, their feedback. I 17 had larger than anticipated bonuses last year. 17 didn't see a whole lot of feedback was given. 18 18 MS. HESSLER GRIFFITH: Okay. So are we It just seemed to me like we were just kind of 19 projecting to do that again in 2018? 19 writing a check. Right? 2.0 MR. CHESNEY: Who knows? We haven't had 20 MR. MENDENHALL: So it's -- it's kind of 21 21 that meeting yet. a mix, and we go through this every year, and 22 22 over the years with different boards -- and MS. HESSLER GRIFFITH: Okay. 23 CHAIRMAN MILLS: Some would probably like 23 really -- and different districts. Obviously, 24 to. 24 we don't have an HR Department with your board 25 25 MS. HESSLER GRIFFITH: So for purposes of for your employees, so we do have a standard Page 50 Page 52 1 1 form that we do for reviews. budgeting, it seems that's what we're 2 2 proposing, though? Typically, when we get to that point, I 3 3 MR. BALDWIN: That's correct. mention to the board if anybody wants to fill 4 4 MR. CHESNEY: What did we -- actually, I out a review for Doug, really, because he's our 5 didn't look at that this year at all. What did 5 top person as far as staff, then anybody can -б б I'll give the form out to everybody and they we propose? 7 7 MS. HESSLER GRIFFITH: 33, 336. can fill it out, send it back to me, and I'll 8 8 MR. BALDWIN: I mean, that's the -- in usually use that as a piece of information that 9 9 other words, the gross amount for payroll is goes along with my review of Doug. 10 10 like 32 percent. In order to have the taxes Doug then reviews his employees, and then 11 and all the other items built into it, so that 11 ultimately, we bring that back to the board and 12 12 whenever the check -- the amount that you say, you know, "Based on this, would you like 13 13 actually want to provide that employee would be to give an increase, a raise, bonus," et 14 that amount and that's why it's grossed up. 14 cetera, et cetera. 15 MR. MENDENHALL: And just to note, at 15 Now, I think generally speaking, at least 16 16 least right now for the payroll salaries itself just historically, the board has relied on Doug 17 17 outside of the bonus, it's set to be flat with for his review of his staff, because, you know, 18 what it was last year, at least as it's 18 he's working with them day in and day out. So 19 trending right now, we would be slightly above 19 if Doug says, "Hey, everybody is doing great," 20 20 the board, generally speaking, at least 21 21 So going back to the philosophical historically, has said, "Okay. Doug, what do 22 22 conversation, if you want to consider any you think?" You know, "Are they doing good? 23 23 Do they deserve a raise?" That sort of thing. increases -- pure salary increases next year, 24 24 then you have to do one of two things: Raise And I think, at least partially, it's the 25 25 same thing with me reviewing Doug, although, that number up a little bit, or when the time

Page 53 Page 55 1 1 obviously, board members -- different board versa. 2 2 member interact differently with Doug than I MR. CHESNEY: And we went a three-year 3 3 do. So that's the long way of saying we don't period where we didn't give like Doug a raise, 4 4 -- admittedly, it's not a great process, which really was more of an oversight, but --5 5 because we don't have an HR Department here. but I'm just saying, so that -- but it had 6 6 And you know, quite frankly, in nothing to do with the budget item. 7 7 districts -- generally speaking, if somebody is MR. MENDENHALL: Okay. 8 8 underperforming, usually the districts get rid MR. CHESNEY: But I have a question that 9 9 of that person because there aren't that many -- I know this is the budget part of the 10 10 employees. meeting, but can I intercede while we're on 11 11 MS. HESSLER GRIFFITH: Mm-hmm. Okay. this particular topic? 12 12 MR. MENDENHALL: Mr. Ross? MR. MENDENHALL: Sure, absolutely. 13 MR. ROSS: What I would say -- because I 13 MR. CHESNEY: I think the more input you 14 14 don't know where you're going with that -- but get, the better. Have you done your reviews 15 15 if you have some suggestions for us to improve yet? 16 16 our evaluation process, I certainly would be MR. MAYS: I have, and I've forwarded 17 17 receptive and open to that. them to Andy. 18 18 MR. MENDENHALL: Yeah, and I have to do Totally separate from that, I think we'd 19 all agree by what we put in the budget helps 19 Doug's, so that's the only thing left, which I 20 20 prioritize or set forth what's important to us, typically do at the end of the budget season. 21 and I'll be very open in saying I think we have 21 MR. CHESNEY: Right. Okay. I would like 22 22 a great staff. I know you're not saying one -- I think it would be important to get board 23 23 way or the other, but I think we have a great input on Sonny and the guys, too. Because I 24 staff. I think it's good that we have a 24 mean, I see those guys, I have interactions 25 25 healthy budget for compensating them, just like with them, I obviously have interactions with Page 54 Page 56 1 I think it's great that we upped the landscape 1 Sonny. Like I would've been very positive this 2 2 year. 3 3 Those are the priorities that I want to MS. WHYTE: Just this year? Thanks, 4 4 focus on and go forward; that we have a great Greg. On my 13th year and it's just this year. 5 staff, let's keep them, let's work on what we 5 MR. CHESNEY: Well, I'm just saying, it 6 6 need to work on. So I would not be in favor of might be helpful, you know, for me to provide 7 7 lowering or changing either the bonus or the to you, Doug, you know, in your interactions 8 8 payroll presently set number, but that's with them -- just like Andy always requests our 9 unrelated to the review process. 9 input for it outside of this strictly, you 10 MS. HESSLER GRIFFITH: No, no, and I 10 know, the raises part. I think that would be 11 agree. I guess what I needed to understand is 11 useful, too, for you to do that. 12 12 that if the money is there, is it implied it MR. MAYS: It would be, because it would 13 13 will be distributed? give me a different perspective, too, so --14 MR. CHESNEY: No. 14 MR. CHESNEY: Yeah. So that's all. So 15 15 CHAIRMAN MILLS: No. next year, wait one month. 16 16 MS. HESSLER GRIFFITH: Okay. CHAIRMAN MILLS: Or just communicate it 17 17 MR. CHESNEY: That I can assure you. ahead of time. 18 MR. MENDENHALL: And to that point 18 MR. CHESNEY: Yeah, that you're doing it. 19 19 exactly, there have been years where the Okay. I think we're done on the budget.

CHAIRMAN MILLS: Anything else?

resolutions related to the budget.

MR. ROSS: What motions, if any, do we

MR. MENDENHALL: Well, you have two

MR. BALDWIN: Correct, and since we just

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need to make?

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philosophical discussion has changed regarding

bonuses, particularly. So we've had some years

where there's money left over in the bonus just

geared towards maybe raises as compared to, and

because that particular year, things were

there's been other years where it's been vice

	Page 57		Page 59
1	made changes, and I have more changes to make,	1	de-watering, so the ultimate downstream system
2	I won't have those figures until after I make	2	is full of water, but it's not affecting our
. 3	all these changes, and that's not uncommon	3	systems at all. I'd be happy to answer any
4	where the dollar amounts are blank.	4	questions if anyone has
5	Specifically, they're put in there blank	5	MS. HESSLER GRIFFITH: I had a note,
6	because of this particular aspect where you can	6	Tonja, last time we met. I said, "Tonja to
7	make changes at the very last minute.	7	meet with Doug and Sonny regarding something
8	MR. ROSS: And I did that, and I'm used	8	about pushing dirt around." Is that what it
9	to that, so I was weeding that out as in we	9	was?
10	don't need to make those motions now until	10	MS. STEWART: That must have been exactly
11	those blanks are filled in?	11	what it was.
12	MR. MENDENHALL: Yeah, you'll see you	12	MS. HESSLER GRIFFITH: All right.
13	still need to make the motion, and then so what	13	MS. STEWART: The next item is in regard
14	happens is Alan will fill in those blanks,	14	to the survey crew, and I came out and spent a
15	probably post-meeting, once he's able to crunch	15	day setting stakes for the canal. We had a
16	the numbers.	16	conference call with Swiftmud, and trying to
17	MR. ROSS: Okay. So we'll just trust	17	reach closure on their case, we decided that
18	you. I'll so move both resolutions, -4	18	the best thing to do is to field locate the
19	and -5.	19	wetland line and the top of the bank canal so
20	MR. MENDENHALL: Okay. Do we have a	20	that we can show that we did not regrade the
21	second?	21	shape of the canal.
22	CHAIRMAN MILLS: Second.	22	So basically, we came out, spent a day,
23	MR. MENDENHALL: All right. Any further	23	we prepared a report. Doug is working on
24	discussion?	24	getting some additional information for me, and
25	(No response.)	25	we'll be sending a report to Swiftmud in the
	Page 58		Page 60
1	MR. MENDENHALL: All in favor?	1	next couple of days. Knock on wood, I don't
2	(All board members signify in the	2	want to jinx myself, but based on the pictures
3	affirmative.)	3	I get from Doug, I think we'll be able to prove
4	MR. MENDENHALL: Any opposed?	4	that there's been no changes to the shape of
5	(No response.)	5	the canal and it should close the case.
6	MR. MENDENHALL: Okay. That motion	6	MS. McCORMICK: Is that with the EPC?
7	carries unanimously. Thank you. I'm going to	7	MS. STEWART: EPC has never contacted us
8	let Alan go unless anyone needs him for an	8	again.
9	engineer's report or anything else.	9	MS. McCORMICK: Oh, okay.
10	MS. STEWART: You don't want to hang out,	10	MR. ROSS: Is this the canal that runs
11	Alan, and	11	parallel to the railroad track? Is that what
12	MR. BALDWIN: I've been driving since 7	12	
13	o'clock this morning, so	13	MS. STEWART: It's the one that drains
14	MR. CHESNEY: Alan, thank you.	14	into Twin Branch Acres.
15	MR. ROSS: Thanks for coming.	15	MR. ROSS: Oh, way back there. Okay.
16	MR. MENDENHALL: Thanks for coming. All	16	MS. STEWART: Behind
17	right. That takes us to the engineer's report.	17	MR. MAYS: Yeah, between Glenfield and
18	Of course, we have Tonja here, so I will give	18	Bennington.
19	her the floor.	19	MR. ROSS: Okay.
20	MS. STEWART: I have a few items. The	20	MS. STEWART: And if you would, Barbara,
21	first one is Doug and I did an inspection of	21	if you'll pass this around. I can't remember
22	the apartment complex that's under	22	if I briefly mentioned this to you at the last
23	construction, and their drainage system is	23	board meeting, but due to the construction
24	operating as it's not blocking anything for us,	24	boom, I've seen an explosion of milling and
25	so it's functioning properly. They are	25	resurfacing costs. So the past few months,
			15 (200 57 40 60)

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we've been doing some research on alternatives, and I believe there are people on this board who will recall previous discussions that we've had on other pavement management options that we found were not something that we wanted to

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Similar to what they did on Montague, you know, we didn't want to do microsurfacing, and seal coating did not really support the kind of statements that we thought it should. Basically, what has happened is there's a new product that's come on the market. It's been used for the past 20 years out west in very hot, dry conditions like Utah, New Mexico, and Arizona.

There's a company out of Guntersville, Alabama who has gone and taken that product, brought it back to the southeast and has modified its chemistry to be adapted to very hot, humid conditions. So they came and made a presentation to me, I took a trip up there, looked at their plant, went to some areas where this application has been applied, and have put together some information, and a couple of things are happening: Number one, this is an

us. And then we're going to bring the vendor back to make a presentation to you so that we kind of get this and give you an opportunity to get a warm and comfy feeling about what we're proposing that we do.

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I'm very happy that this thing has come on the market. Everything that I've seen about it is -- it's really good. They're fixing to go to contract with at the Villages, they have a contract with the City of Orlando, they're working with the FDOT to do their shoulder work, so it is a product that seems to be really getting some momentum, and I'm hoping that it's something that we're going to use in the entire region. So this is just an FYI.

MR. LEWIS: Is it called chipseal? MS. STEWART: It is not, it's called HA-5, and forgive me, I will -- I will e-mail everybody the specifications so that you can research the product yourselves. And it is exclusive to this company, I believe they have an exclusive relationship with the company in Utah for the heart of this product. And it looks like to me, from what I can gather, a couple of things, number one, its chemistry

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economic comparison in regard to what we currently reserve, currently monies that are available to us, and how the money would be spent up to 2052.

None of us are going to be here in 2052, we don't even know if roads are going to be necessary in 2052, so there's a lot of reasons to consider this. Number one, the whole driving network thing and roadway network thing is in the process of all changing, so how much money we spend on roads for future use should be taken into consideration about what we should do. Okay?

The environment, being environmentally sensitive and environmentally proactive and not just milling and resurfacing roads to generate millings that need to be recycled, we need to take that into consideration, and then at the end, you can see the economic savings associated with this product.

I have the vendor coming down next week to meet with Doug and Sonny and I. Anybody who might want to join us, if you decide you want to bring somebody or bring a liaison or whatever you'd like to do, feel free to join

Page 64 has some aggregate in it versus microsurfacing

is a slurry and seal coating is like a paint,

3 as well, this thing has this black part of the

4 chemical in it. It appears that this is --

5 that it is -- that black color sustains itself

6 for years, and that seems to be what kind of

7 helps this work. So I'm hoping this is going 8

to be a multiple win situation for us to use

this

MR. LEWIS: When was your meeting with Doug and Sonny?

MS. STEWART: Next week.

MR. LEWIS: What day, sorry?

MS. STEWART: That's all right. Tuesday, I believe. Doug, are we on Tuesday morning? I'll look it up. Just give me a second.

MR. MENDENHALL: Mr. Ross?

MR. ROSS: Just to give you some immediate feedback, I'm glad to hear that they're going to other communities, because I don't want to be a guinea pig with that. But number two, if I heard you correctly, did they have some intellectual property rights or protected rights? That makes me concerned about future maintenance. If they have all the

Page 65 Page 67 1 1 saying is that this product is something you proprietary control of the best way to maintain 2 2 it and treat it, then we're at a disadvantage overlay earlier than a normal paving schedule? 3 3 on a going-forward basis, so I would need some MS. STEWART: Correct, in order to extend 4 4 resolution as to how that would play out, as the life -- the whole goal here is to extend 5 5 well. the life what we have right now through 2052. 6 6 MS. STEWART: I do have some additional MS. HESSLER GRIFFITH: So I quess before 7 7 information, and forgive me, Erin, we want to we commit Erin's resources -- because it is an 8 8 include you in this. I've got like multiple expense. Right? I guess I would almost say 9 9 when the time comes that we need to repave, I meetings that are going on next week, and 10 10 district counsel is involved in this process, would imagine that they would submit a proposal 11 because they need to know about the company, 11 just like any other traditional asphalt company 12 12 how long have they been in business, how long would. Right? And then we would evaluate them 13 13 are they going to be in business, how long can just like we would evaluate anybody else. 14 they warranty their stuff. So we do -- Erin 14 MS. STEWART: We'll do an RFP. 15 15 MS. HESSLER GRIFFITH: Right. needs to be included in this process. 16 16 They just sent me the RFP and the MS. STEWART: We'll publicly advertise 17 17 contract for City of Orlando, so I'll send that it. That's correct. 18 18 over to Erin to start this, but we completely MS. HESSLER GRIFFITH: So to start 19 agree with you, Brian. They are willing to 19 vetting them now and dedicating Erin as a 20 20 resource, is that necessary now, or is that -give us a five-year warranty, we want it to 21 21 MS. STEWART: No, it can wait. extend it to a ten-year product, and they will 2.2 22 come out and do annual inspections and provide MS. HESSLER GRIFFITH: Okay. 23 23 MS. STEWART: It can wait until the time the district an annual report with an update on 24 the condition, as well as any recommendations 24 that you agree that you want to go through this 25 to continue to extend the life of the pavement. 25 process and would like to use this product. Page 66 Page 68 1 1 MS. HESSLER GRIFFITH: Okay. I mean, it So there is multiple things, so we want 2 to make sure that the contract traps all that 2 sounds cool. I'm all up for --3 3 MR. CHESNEY: Well, hold on, is it -information, as well as to assure this company 4 4 is a secure -- they've been in business for 60 yeah, I agree with you, Barbara. Just so I 5 years, but we leave that to Erin to kind of vet 5 make sure I understand, you're indicating that 6 6 this product is something that you put on prior the company itself. 7 7 MS. HESSLER GRIFFITH: I'm sorry, are -to needing to be resurfaced. That's what I 8 8 what am I missing? Are we paving something understood it to be. It's a process of 9 9 that I don't know about? sustaining your current --10 10 MS. STEWART: We've been paving. As a MS. STEWART: It is a process. 11 11 matter of fact, we have a paving program, and MR. CHESNEY: -- repaving? 12 part of what happens is that due to the age of 12 MS. STEWART: That's correct. The goal 13 13 the resurfacing work that we recently did or is to extend the current roadway's life from --14 we've done over the past ten years, the timing 14 I think I put it in 2027 -- forgive me, I can't 15 15 of this product becomes critical, because it remember what the thing said as to being milled 16 16 needs to be done sooner than later. and resurfaced -- to 2052. 17 17 MR. CHESNEY: Right. So currently, we

MR. MAYS: We've paved behind every gated community and the alleyways. MS. STEWART: Oh, forgive me, I didn't even -- yeah. MS. HESSLER GRIFFITH: Okay.

MS. McCORMICK: And you have a schedule

of when that's done, so that would be probably

MR. CHESNEY: But I think what you're

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be helpful.

have -- as Erin indicated, currently, we have 19 a schedule, and we've done most of our repaving 20 lately, within the last five years. 21 MR. MENDENHALL: Mm-hmm. 22 MR. CHESNEY: So it would be -- we 23 wouldn't have any until 2027. Is that what 24 you're saying? 25 MS. STEWART: No, this product, in order

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Page 69 Page 71 1 1 MS. STEWART: I don't have -- forgive me, to extend the life, I would say that we need to 2 2 start using this product now over the next five I will e-mail you all information so you can 3 3 years to get the extended life to the 2052. I all do your own individual research on it, too. 4 4 think the key is that this product protect what MS. HESSLER GRIFFITH: Okay. That would 5 5 we have versus when you continue to leave it in be helpful. 6 6 its existing condition, it continues to oxidize CHAIRMAN MILLS: If I may follow up on 7 7 and age. Mr. Ross' comments about not being a guinea 8 8 MR. CHESNEY: Right, so that's the pig, the Villages, Orlando, and somewhere else 9 decision that the board needed to -- are we 9 you mentioned, are they about to start using 10 10 interested in pursuing this product or are we this, and can we use that as a litmus test for 11 interested in maintaining just our normal road 11 whether it's worth doing or not or --12 repaving schedule? 12 MS. STEWART: I actually have several 13 MS. STEWART: Absolutely. 13 clients who are moving forward with it. Meadow 14 MR. MENDENHALL: Right, so this is -- to 14 Pointe 4, they have agreed to go ahead and move 15 15 your point, it's really outside of the normal forward with it, so we have someone immediately 16 16 RFP bidding for paving. This the in-between in this area that's going to start work 17 step that will prevent you from having to 17 probably in October. So you will -- that will 18 repave at the earlier schedule. 18 be our basis for the information that you get. 19 MS. HESSLER GRIFFITH: It almost sounds 19 You won't be the learning curve, that will be 2.0 like some sort of a sealant. Right? It sounds 20 the learning curve. 21 21 CHAIRMAN MILLS: So we'll have some good like we're sealing what we already have. 22 MS. STEWART: It's a coating. I would 22 information on costs, application, 23 23 say a coating. complications, issues. Right? 24 MS. McCORMICK: So when you say between 24 MS. STEWART: Unforeseen things, mm-hmm. 25 25 now and five years from now, do you mean now or MR. LEWIS: If FDOT is going to somehow Page 70 Page 72 1 1 get involved, they test the absolute heck out do you mean starting in five years from now? 2 2 MS. STEWART: Now. of everything when it comes to material, so --3 3 MS. McCORMICK: Now. Okay. and we can probably find out who they're 4 MS. STEWART: The sooner we put it on, 4 talking about. 5 the sooner we get the benefit. The longer you 5 MS. STEWART: Boxhold. Forgive me, I --6 wait -- and particularly, since we have funds 6 MR. LEWIS: Boxhold? 7 7 available to do it, the longer you wait, the MS. STEWART: Yeah, he was the --8 8 less benefit you get out of it. And I'm not MR. LEWIS: He was the secretary. 9 9 MS. STEWART: Yeah, he's paid by them, trying to sell you on this. This is step 10 10 number one. This is not a decision I expect but he's a consultant for them. So --11 anybody to make. I expect us to go through the 11 MR. LEWIS: Okay. 12 12 process of research, investigation. MR. ROSS: To Mr. Lewis' point, which I 13 13 I've been researching it for months, I've think is excellent, if you would mention to the 14 been up there, I've kind already got a little 14 company that if they're really planning on 15 15 ahead of the game. I expect you to do the same coming into Florida and making a hard sell to a 16 16 thing. I'm having them come out because bunch of communities, go ahead and submit 17 17 they're meeting with a whole bunch of other themselves to the FDOT review and testing, and 18 clients of mine, and I just added Doug to the 18 that could be part of their marketing program. 19 list. 19 MS. STEWART: I believe they have. It's just -- I think it's -- hopefully, a 20 20 MR. ROSS: Oh, okay. Okay. 21 hugely beneficial option that we have available 21 MS. STEWART: Yep. That's part of what 22 22 to us now that has not been available in the -- and understand, I think their market for DOT 23 23 past. is not roads, it's the shoulder. They want to 24 24 MS. HESSLER GRIFFITH: So you said you use the product on the shoulder, not the roads. 25 have some material you can share with us? 25 So -- is that everything?

Page 73 Page 75 1 1 MS. WHYTE: The alleyway behind the -- we again. What did he measure? 2 2 -- we had a request -- I uploaded it to MR. MAYS: According to the measurements 3 3 Dropbox. The HOA requested the district's in the alleyway, ten foot from the middle of 4 4 permission, and most of you have seen it, heard the road to the property brings us four foot 5 5 about it, Belgrave alleyway, somebody put in inside the property line. So we got four feet 6 б PVC pipes to block the trash trucks from going over there, but if you measure it from the 7 7 -- running over their property and causing front yard and go this direction, there's --8 8 erosions and causing breakage in their and it's a 115-foot lot, it's 116 to theirs, so 9 9 it's kind of a grey area, I guess. An irrigation. 10 10 They have requested to the district for overlapping of --11 approval to go ahead and put boulders, because 11 MS. STEWART: I don't think it will 12 12 there was no modification request. Long story overlap, I think we need to --13 13 short, we own the alleyway, but was not aware MR. MAYS: We just need to clarify. 14 that we own the dirt on the side, but we've 14 MS. STEWART: Yeah. 15 15 never done anything with the dirt because Doug MR. MENDENHALL: Mr. Ross? 16 measured it, and the dirt is 115 feet and the 16 MR. ROSS: I don't think we should be 17 17 trying to make conclusions in this meeting, property line is 116 feet. 18 18 So the question is, according to Tonja, given the information that I'm hearing, but I 19 we do have a perpetual right of way or --19 do think it's critical that we understand what 20 20 MS. STEWART: Just a right of way. we own and what we don't own. 21 21 MS. WHYTE: There you go, something like MS. WHYTE: That's very important. 2.2 22 that, but we've never done anything in the MR. ROSS: And I would -- I'm still a bit 23 23 alleyway. The question is do we, the district, fuzzy, but maybe you have a better view. Do we 24 approve or need to approve them putting 24 own the fee or do we have an easement or --25 boulders? Do we sign off like we do on 25 MS. McCORMICK: We own the fee. Page 74 Page 76 1 modifications for brick pavers, or is -- is 1 MR. ROSS: Okay. We own the fee. I 2 that now something the board wants to 2 think that's -- on a go-forward basis, and 3 3 undertake? you're going to hear this from me later -- that 4 4 I just need some direction to -we really need to know what we own and don't 5 MS. STEWART: Well, and then the one 5 own, and then at some point, separate from 6 thing is anything that you put in that green 6 that, would be the question or the issue that I 7 7 strip outside that pavement is in a clear zone, heard Tonja annunciate, namely what is the 8 8 so we really -- from an engineering recommendation of staff? You guys know what's 9 9 perspective -- I would come back and say I best. If it's our property, do we have a 10 10 would not recommend allowing them to -maintenance obligation? If we put boulders, is 11 MS. WHYTE: And this is why I need some 11 that going to make it difficult to perform 12 12 discussion at your level so I know -maintenance obligations? If, at some point, 13 13 MS. McCORMICK: Yeah, and this is there's a new change in society, do we have the 14 district property, because the district owns 14 right to remove the boulder? 15 15 the alleyways and then up to the lot line, and There's just so many issues involved in

then the homeowner owns the lots. So assuming that these -- that these stakes are not on the property owner's property, then that's our

property. MS. WHYTE: Okay. So Doug measured the property, it was 115 feet. The lot line is 116, so do we own one foot of it? MR. MAYS: According to the measurements

24 25 MS. McCORMICK: I'm sorry, say that

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this stuff that I don't think we should make a decision right now and just let Erin and staff figure out exactly what's going on. Because ultimately, I think, Sonny, you're right. You all need guidance, you need direction, and you can only get that based on us having an accurate --

MS. WHYTE: We actually do not maintain anything on the easement at all. We don't mow, we don't irrigate, we don't do anything on

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Page 77 Page 79 1 1 we have, then we come back to staff, "What's a those alleyways on the easements on either 2 2 side. Never have. good recommendation and what's the long-term 3 3 best solution," and one of the options may be MR. ROSS: I believe you that we haven't, 4 4 but what happens if we have an obligation? exactly what you said. But I just don't think 5 5 MS. WHYTE: Well -we're there yet to figure it out. 6 MR. ROSS: I'm not saying one way or the б MS. HESSLER GRIFFITH: So -- because I 7 7 other, I -- and I'm sorry, I jumped into the understood that that's what we've been doing 8 8 conversation, but I just think this -- you guys this past week, is figuring out who owns it. I 9 9 thought that was part of the research. need to figure it out. 10 10 MS. STEWART: We know who owns it, I just MS. McCORMICK: Yeah and maybe, Tonja, 11 can you go out and review it to determine where 11 think that there's some confusion of where 12 12 exactly the line is. We know we own the green the edge of the lot is in relation to the CDD 13 13 property? strip, we just need somebody to put a stake in 14 MS. STEWART: Yes. 14 the ground and say this is where it is. 15 MS. HESSLER GRIFFITH: So I have a 15 MR. ROSS: You're saving you don't know 16 16 question. So here's the thing, I'm sitting if it's one foot wide or four feet wide? 17 17 That's what you're saying? here looking at this picture, and I just think 18 18 of this as pick your poison. Right? So you MS. STEWART: Correct, it looks like to 19 get a truck, a big dump truck, whatever, trash 19 me we have a one-foot question, so we're within 20 20 truck, that goes over the grass. Oh, no, the one foot of knowing where it is. So we know we 21 21 grass looks ugly. Well, let's just put a pair own three foot of the green strip, we just have 2.2 22 of ugly sticks up, because that's going to look to figure out that last foot, exactly where 23 23 a lot better. Right? So at what point do call that line is. 24 public services and say, "Hey, your truck is 24 MR. LEWIS: And you're going to have a 25 driving over" --25 surveyor come out and do that? Page 78 Page 80 1 MR. MAYS: We've tried that so many 1 MS. STEWART: Yes, yes. 2 2 times. They, sometimes, will come out and fix MR. LEWIS: Okay. I didn't hear that 3 3 it. Sometimes it's a battle with them, earlier. Sorry. 4 4 because they say, "Well, what about moving MS. HESSLER GRIFFITH: So -- and then 5 trucks that's cut through there? What about 5 Sonny, I guess I'll ask you, so if between now 6 6 when the water truck cuts through there?" and our next meeting, we can figure out the 7 7 Everybody points the finger at everybody else. ownership, do you think also next meeting we 8 8 MS. HESSLER GRIFFITH: So then the other can have some proposal to Mr. Ross' point of 9 question that I have is if the turn is so steep 9 what you think would be a good way to address 10 that trucks can't get through, at what point do 10 it that's aesthetically pleasing and all of 11 we just pave the dang thing and call it a day? 11 that? 12 12 And just put brick pavers down or something MS. WHYTE: Well, when it -- I think 13 13 decorative so that we're not constantly that's going to be difficult. I think, first, 14 repairing sod, we're not putting mismatched 14 Tonja is going to have to make a 15 sticks -- the sticks, you know, the paint on 15 recommendation. Keep in mind, it's an 16 16 one side looks awful. alleyway. Alleyways are dark, so if you have 17 17 MS. WHYTE: One side is apartment boulders, which is what they suggested -- and 18 18 keep in mind, there are already some existing complexes.

19 boulders around the corner up this way, as you 20 can see by that. Somebody put up stakes on one 21 side, and somebody put up concrete pillars on 22 the other side. The apartment complex, they've 23 already gone on that dirt and put up concrete 24

20 (Pages 77 to 80)

pillars on their dirt. On the other side are

posts, and I don't know who put those up. And

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MR. MENDENHALL: Mr. Ross?

MR. ROSS: We've got to figure out what

we own. We can't pave something we don't own.

Do we own that, does the property owner own it,

once we figure out what we own and what rights

the resident, does the individual neighborhood

association own it? But -- so you're right,

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1 on the other corner, at the other end, we have 2 stones. Right?

MR. MAYS: Yeah.

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property.

MS. WHYTE: Years ago, a resident put stones up because she was tired of the public running over her grass and over her irrigation.

MS. HESSLER GRIFFITH: Because the thing is that I think that we need to sort of come up with -- because I've heard from my conversations with you, this isn't the only corner that suffers from --

MS. WHYTE: No, we have other corners.

MS. HESSLER GRIFFITH: Right, so I would prefer that we come up with a consistent solution so that we're not having sticks on one corner, boulders on another, paving on another. Just what is the district's cosmetically approved solution for these areas where trucks are prone to damaging --

MS. WHYTE: Whatever the district engineer suggests.

MS. HESSLER GRIFFITH: All right.

MS. WHYTE: So we'll have something for you, and if it's something valuable, then we can get a cost and --

are applicable to the property that's owned by 2

the Avenues that says that the purchaser,

3 meaning the Avenues, shall construct sidewalks

4 within the right of way for Linebaugh Avenue in 5 accordance with the county requirements. That

6 has not been done, but the issue there is that

that declaration is enforceable by the

8 Westchase Commercial Association, and the

9 Westchase Commercial Association has been

10 administratively dissolved at this point, so

11 the district -- I'm pretty -- I think that

12 would be something that the district would be 13 able to enforce as far as that requirement

14 that's in the supplemental declaration.

I've also talked to Tonja about just the strip that's between Bentley Way and Sheldon Road, which is what we've been focusing on. And I talked to her about looking at, you know, just from a siting standpoint of siting -- when locating a sidewalk along Linebaugh Avenue, would it be better to put it in the county right of way or to put it on those commercial properties in the property that's owned by the district.

There is an issue with -- potentially an

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MS. HESSLER GRIFFITH: The lady with the boulders, can we find -- do we own that land?

MS. WHYTE: No, it's on her land. Well, I shouldn't say that, we almost presumed it was on her lot, so I take that back. I have no idea.

MS. STEWART: We'll look at it. MS. HESSLER GRIFFITH: Thank you. All

right. MS. STEWART: Erin, my last one is your

sidewalk thing.

MS. McCORMICK: Yeah. So I wanted to talk about the sidewalk analysis on the south side of Linebaugh Avenue. So I think we've already talked about the fact that the district has a 20-foot landscape and wall easement along that segment of Linebaugh Avenue, but it does not include an easement for sidewalk, so it's specific to the landscaping and walls, and that's along the property owners' -- not within the right of way, but along the property owners' -- within the property owners'

There's also supplemental declaration that is -- it contains like restrictions that

issue with putting it on the commercial

2 property as opposed to in the right of way,

3 because there's also a 15-foot utility easement

4 that runs along the commercial property. There

5 is actually two easements. There is one to

6 TECO and then there is one to GTE for

7 utilities. Those are nonexclusive easements,

8 and they do specifically say that you can

9 construct sidewalks within the 15-foot easement

10 area, but they also say that, you know, to the

11 extent that those utility companies needed to

12 come in and do work underground or on their

13 facilities, they would then rip up the

14 sidewalks and it would be incumbent on the

15 district to go in there and do the replacement. 16 There's some issues with siting a

sidewalk in county right of way, potentially, because of grading issues and also because there is quite a few trees that are in the right of way, also. But, you know, I think probably the point that we're at would be for Tonja to do an analysis of the preferred alignment for a sidewalk, if we wanted to move forward with that, and it might, in some

cases, be within the county right of way, and

Page 85 Page 87 1 1 in some cases, it might meander into the we could, yeah. I mean, we'd have to get a 2 2 commercial property. It might be all within permit from the county, wouldn't we? 3 3 the county right of way. MS. STEWART: The only issue is that 4 There's also the issue that we were 4 property we own is all in a conservation area. 5 5 talking about last month about, you know, It's platted conservation area all the way to 6 6 potentially getting the county involved in this the right of way line. 7 7 process. MS. McCORMICK: Oh, so it might not even 8 8 Barbara, you had mentioned, you know, be feasible then to put the sidewalk there. It 9 connectivity studies, so I think we need to 9 might have to go within the county right of 10 10 think about what do you want to do first? Do way, within that section of the property. 11 we want to like figure out what kind of 11 MS. STEWART: Mm-hmm, mm-hmm. 12 alignment we would want to present to the 12 MR. ROSS: I'm picking up on your point. 13 13 county and, potentially, to the commercial I feel like we have a very good relationship 14 property owners? Do we want to move forward 14 with the county from so many angles that if we 15 15 with this at all? Do we want to maybe talk to said we wanted to just build a sidewalk, I 16 16 or get the WCA involved in talking to certain would think they would say, "Yeah." Do you 17 county commissioners and see if we can get some 17 really think it would be that big of an 18 18 support from the county for participating in obstacle where they'd fight us on it? I 19 this process? Do we want to have a discussion 19 understand they might put conditions --2.0 at the staff level first? I mean those are 20 MS. STEWART: No, it might be a few more 21 21 kind of all options of what we do could do at hurdles that we have to go over, that may be 22 22 this point. the case, but -- forgive me, is there grass 23 MR. ROSS: If I understood you correctly, 23 along that area? Do we know that --24 we have a landscape easement in between Sheldon 24 MR. MAYS: Yes, there is. 25 and Belgrave, but we don't have a sidewalk 25 MS. STEWART: Okay. As long as I know Page 88 Page 86 1 1 that there's a strip of grass and not a easement. 2 MS. McCORMICK: Right. 2 depressed wetland right up against that, it --3 3 MR. ROSS: Is that an easement that -if we're technically encroaching onto a wetland 4 4 that is still vegetative low-lying, they're not the landscape easement runs upon county land? 5 MS. McCORMICK: No, it runs upon the 5 going to let us fill it for a sidewalk. But if 6 б property owners', the four property owners'. there's a strip of land that has been filled 7 7 MR. ROSS: Who are the four property and graded, they'd probably work with us. 8 8 MR. ROSS: And I think there's also owners? 9 9 perhaps trees in the way and plant material. MS. McCORMICK: The Avenues, the -- it's 10 10 There'd have to be some stuff that would have along the Avenues, the commercial property 11 where Jersey Mike's Subs is and then the Fifth 11 to be done. 12 12 Third Bank. MS. McCORMICK: So that's where we would 13 MR. ROSS: So in terms of building a 13 really -- I mean, we need to know the specific 14 sidewalk -- I'm mixing up my roads. From 14 fact on the ground as far as where the --15 15 MS. STEWART: Do some measuring. Sheldon to whatever is the next road, we could 16 16 build a sidewalk there right now if we wanted MS. McCORMICK: -- trees are, what's the 17 17 to? grade, where is any conservation area. 18 MS. McCORMICK: Because that's CDD 18 MR. ROSS: Okay. 19 19 property. MS. McCORMICK: So that's kind of where 20 MR. ROSS: That's what I wanted to be 20 things are at this point. 21 21 MS. STEWART: I actually forgot something clear on. And so for whatever reason, if we 22 2.2 very important. Well, this is another topic. just said we don't want to fool with the 23 23 If it's on this topic -commercial property owners, we could build the 24 24 MS. HESSLER GRIFFITH: I want to comment sidewalk? 25 25 on this topic. MS. McCORMICK: If it's on our property,

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MR. LEWIS: I guess, for clarity, are we looking to fund this ourselves or are we looking to -- your comment, Mr. Ross, about looking at the county to maybe pay for it to do it. Have we talked about that before? I feel like we haven't.

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MS. McCORMICK: I was just getting facts. I mean, at this point, I'm not going to do anything further until I get direction.

MR. LEWIS: I understand that. I appreciate it.

MR. ROSS: I don't think we ever resolved that issue. I know I would have spoken with optimism that if it was on county property, that they would have contributed towards the costs, but given that it's apparently purely on district property, they may not be willing to do that.

I feel like -- and I may be wrong -- if you look at the entire issue, and particularly, the issue of the sidewalk where the commercial properties are, I feel like the county would be our friend in that regard, and whether that means they would just apply influence upon those property owners they need to get in gear,

landscape easement also includes building a wall, does it not?

MS. McCORMICK: It does, yeah.

MR. CHESNEY: So I don't know see why it would be that difficult to have a sidewalk there. I mean, we could build a wall and -- I'm sure they would prefer a sidewalk over a big brick wall.

MS. McCORMICK: Right, right. I mean, I think that -- we still have the issue of the -- the 15-foot utility easement that's on the commercial property, so there's -- of that 20 feet, 15 of it, potentially -- and we need to confirm the 15 feet, but -- is encumbered by that utility easement, and then there's also trees and, you know, landscaping, and a lot of that place would have to be addressed with the sidewalk. So that's why, I mean, we'd really need a survey of --

MS. STEWART: A strategic analysis on how to meander it.

MS. McCORMICK: And that's -- that's another step in that process.

MS. HESSLER GRIFFITH: So the way I look at it is this -- right -- there's the cost/

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so to speak, or whether it's they would assist in the engineering or design or construction, you know, that's way behind my pay grade. But -- and I certainly would be open to partnering with the county, and I think the comment about roping in the WCA's governmental affairs committee, that could be a resource.

But bottom line, I know where I would be. I would be in favor of moving forward with the construction of the sidewalk in between Sheldon and whatever is that first road -- and I'm sorry, I'm drawing a blank on it -- just to get the ball rolling, because I'm thinking the reality of someone riding their bicycle or walking or skateboarding or whatever, and they're coming safe from The Greens, they could just as easily cut through those commercial property lots. Not saying that's the preferred route, but they could get to the sidewalk one way or the other, maybe even ride through the individual villages there. I think the tough one is getting from the West Park Village area to Sheldon. There's no way you could safely traverse that, in my view, as a pedestrian.

MR. CHESNEY: Can I ask -- I mean, the

Page 92 benefit. The cost would be significant.

MS. STEWART: Yes, it will.

MS. HESSLER GRIFFITH: And if somebody is traveling from the Village to Sheldon today, they're getting to Sheldon -- right -- they are. They're just doing it on the other side of the road where there is a sidewalk. And I don't know about you guys, but I don't see heavy foot traffic on that sidewalk making their way down to CVS.

So while I understand that Ms. Mercer was here and she has a preference for being able to walk without -- you know, without interruption of having to cross Linebaugh, but I just -- I'm having a hard time reconciling the low demand, because other than Ms. Mercer, I have not -- I'm sure you guys are out in the community and you talk to our residents, as well, but I have had zero requests, zero demands, zero comments on how do we get a sidewalk on this side of Linebaugh.

So I know that, you know, Erin, you've spent a lot of time researching this. I would say for me, at this point, I just can't see an overwhelming demand that would prompt us to

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continue investing in this endeavor. That's my thoughts.

CHAIRMAN MILLS: My recollection is that this started as a result of the businesses where Tijuana Flats and those are, and now using that -- what was a sidewalk as part of their backyard patio business, and somehow, it grew into going all the way to Costco. Right? So I think we've kind of added on modules to this thing, and from what I heard you say, if it's the Commercial Association that had the teeth in it for the Avenues, that doesn't exist anymore.

MS. McCORMICK: Well, and it was also that -- even if it did exist, the requirement was that they construct the sidewalk within the county right of way, not on their property.

CHAIRMAN MILLS: Okay. So I mean, is that something that we can still pursue for them?

MS. McCORMICK: Well, we -- we don't really have the standing under that agreement, because it's essentially similar to, you know, a private contract, and the contract is between the Commercial Association and the property

or whatever, you can get to a commercial road 2 very, very easily. When you drive through 3 Westchase, yes, we got traffic coming through, 4 but man, does our community look great. Our community looks better than yours, even though you got a gate and a wall.

So you're going to see me moving towards that -- and not saying I'm right, not saying my crystal ball is clearer, but I just feel that we need to be able to continue to keep Westchase as a premiere community, and part of that is embracing the notion of a walkable, bikeable, skateable community, and anywhere you want to get, to your favorite commercial node or retail establishment or restaurant, you can

And that's where I'm coming from, and I'm open to putting the issue off, because I don't want to be banging my head against the wall if I'm the minority. I've actually got some other strategies when we get to supervisor's requests that I could throw out there. I mean, I don't want to waste anybody's time, I just feel like we've got an opportunity and --

MS. HESSLER GRIFFITH: So -- and you've

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CHAIRMAN MILLS: So the county doesn't have any teeth in that, either?

MS. McCORMICK: Hmm-mm, it's private agreement.

CHAIRMAN MILLS: Okay.

MR. MENDENHALL: Sir.

MR. ROSS: Just to give the counterpoint to your remarks, I don't have any evidence of a great demand for a sidewalk. Just don't have it, but what I do have evidence of is that our overall community is at risk of being passed by other communities, that other communities say that they're better looking than Westchase or that they have cheaper CDD fees or they have gated communities. And if you think that through -- the last point, in essence, what they're selling is our community is better because we have exclusivity. We have a gate and we can make sure bad guys stay out or whatever the argument is.

What we need -- and in my view, what we need to embrace is our inclusivity, is that one of the great things about Westchase is that if you want to get on your bike or your skateboard heard me mention as far as working with the

2 county on a connectivity studies, because I'm 3

right there with you, I agree a thousand 4 percent. You know, we are an outdoors,

5 physically active community, and we want to be

6 able to get to our favorite places however we 7 want to get there.

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So I agree, I just -- as far as the cost/ benefit, I'm struggling with the cost of this particular project versus maybe other projects that could accomplish something similar.

MR. ROSS: And one of the things -- you agreed with her that it would be expensive. You want to throw out a ballpark?

MS. STEWART: A couple of hundred thousand.

17 MR. ROSS: To build that sidewalk from 18 that one area?

MS. STEWART: Mm-hmm.

20 MR. CHESNEY: Just in the one area, not 21 all the way down?

22 MS. STEWART: Oh, forgive me, it would 23 get us to Bentley --

MS. McCORMICK: From Bentley to --MS. STEWART: -- versus Cavendish. I

think you were saying getting to Cavendish. MR. ROSS: I'm just saying wherever the first road is, where would that go? MS. STEWART: The me just quickly look it yup. MR. ROSS: I'm sorry, I'm dumb on my roads. I'm just asking for a ballpark. MS. STEWART: You must be doing it within your own right of way. MR. ROSS: STEWART: They'd be asking for a taking. MS. WHYTE: Mm-hmm. MS. STEWART: You must be doing it within your own right of way. MR. ROSS: Well, if I could offer an action plan, because I'm the one who's muddying up the waters, what about roping in the WCA and see if they'd be willing to interface with the correct distance. MR. ROSS: Sure. MR. EWIS: And Erin, just so I'm clear, from Sheldon to that first road that I think she's fooking up, that's all CDD property? Is that what you said a minute ago? MS. McCORMICK: Yes, yes. MR. MCORMICK: Yes, yes. MR. MCORMICK: Yes, yes. MR. ROSS: Clay. MR. ROSS: Okay. MS. MCCORMICK: Yes, yes. MR. ROSS: Sure. MR. ROSS: Okay. MS. MCCORMICK: Clay, along Cavendish Drive, so there is one lot there between the CDD property, it looks like MR. STEWART: To we'd have to wiggle it into the right of way? MS. STEWART: To way ou know, if there, a possibility of having the media into the right of way? MS. STEWART: Modeling, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane widening, I mean, is they've got this turn lane wide		Page 97		Page 99
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	Page 101		Page 103
1	MR. MENDENHALL: Thank you.	1	bifurcation of the permit.
2	MR. ROSS: And so you'll take it to the	2	MS. STEWART: I think the clarification
3	WCA?	3	on the scope was okay. I think it was just the
4	MS. HESSLER GRIFFITH: Mm-hmm.	4	standard conditions that were
5	MR. ROSS: Okay. One less thing for me	5	MR. CHESNEY: So you just need us to
6	to do.	6	approve the agreement then?
7	MR. MENDENHALL: Is that it?	7	MS. STEWART: Yes, sir. That would be
8	MS. STEWART: I have one more item.	8	appropriate.
9	Actually, the most important reason I'm here,	9	MR. CHESNEY: Okay. So moved.
10	Westlake Townhomes, Heidt Design provided a	10	MS. STEWART: Okay. That's all I had.
11	proposal for services to split the permits.	11	MR. CHESNEY: Well, hold on.
12	Erin reviewed it, sent comments, I sent the	12	MR. MENDENHALL: All in favor?
13	comments to Heidt, Heidt basically contacted me	13	MR. ROSS: Wait, discussion.
14	and said this is a \$3,500 to \$5,000 contract, I	14	MR. MENDENHALL: Discussion, yes.
15	can't afford to spend \$4,000 with my lawyer.	15	MR. ROSS: So notwithstanding the issues
16	No, we won't change anything, so I went back to	16	that you mentioned about, some of the legal
17	Erin, so we just decided to bring it out, throw	17	less than
18	it out on the table, hash through this just to	18	MS. McCORMICK: I mean, my recommendation
19	see if the board is okay just executing their	19	would be make it with the changes that I had
20	agreement without having to go through any	20	proposed, but I understand that that may not be
21	changes, but I know Erin has some comments	21	practical.
22	about it.	22	MR. ROSS: And are you recommending that
23	MS. McCORMICK: Yeah, I mean, and I	23	having the permits separated, just go ahead
24	definitely you know, I understand their	24	and move forward with it?
25	point of not wanting to change their standard	25	MS. McCORMICK: I mean, I think that
	Page 102		Page 104
		l	
1	format. And I did try to minimize the amount	1	there is definitely benefit to the district
1 2	format. And I did try to minimize the amount of modifications I was asking for. One of the	1 2	there is definitely benefit to the district that in having the permit work done by Heidt
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2	of modifications I was asking for. One of the	2	that in having the permit work done by Heidt
2	of modifications I was asking for. One of the big issues that I was concerned about is their	2	that in having the permit work done by Heidt Design, I think they're in the best position to
2 3 4	of modifications I was asking for. One of the big issues that I was concerned about is their standard contract provides that if the work is	2 3 4	that in having the permit work done by Heidt Design, I think they're in the best position to do it because of all the work they've done, and
2 3 4 5	of modifications I was asking for. One of the big issues that I was concerned about is their standard contract provides that if the work is not paid for, then they can place a lien on the	2 3 4 5	that in having the permit work done by Heidt Design, I think they're in the best position to do it because of all the work they've done, and I think that they are there's some risk
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	Page 105		Page 107
1	MS. STEWART: Jim's the chair? You're	1	MR. MENDENHALL: Agenda Page 95.
2	chair?	2	MR. CHESNEY: 95, oh. Mine is not in
. 3	CHAIRMAN MILLS: Yes.	3	there. I'm sorry, mine just stops at 88.
4	MS. STEWART: Okay. I'll e-mail you the	4	MR. MENDENHALL: Oh.
5	proposal, and if you'll just get it back to me,	5	MS. McCORMICK: I will say that I do have
6	I'll follow up with you with the paperwork.	6	a problem with the second Tuesday, because I
7	CHAIRMAN MILLS: Okay.	7	have a meeting at 3 o'clock, so that's going to
8	MS. STEWART: Thank you all.	8	be
9	MR. ROSS: Thank you.	9	MR. MENDENHALL: Okay.
10	CHAIRMAN MILLS: Thank you.	10	MS. McCORMICK: I mean, it's going to be
11	MR. CHESNEY: I'm going to say,	11	a problem for me this September, too, because I
12	technically I don't mean to be a stickler	12	know that's what we typically do when we make
13	here, but technically, everyone that's at the	13	those schedules, and usually what I've done is
14	meeting has to vote.	14	just get here as soon as I can.
15	MS. McCORMICK: Well, if they're in the	15	MR. MENDENHALL: Sure.
16	room, and she's out at this point.	16	MR. CHESNEY: I mean, I suggest you
17	MR. CHESNEY: Oh, okay.	17	change the January one, also, to the second
18	MS. McCORMICK: Right, if she were here,	18	Tuesday.
19	she'd have to vote.	19	MR. MENDENHALL: Okay. How does everyone
20	MR. CHESNEY: Okay.	20	else feel about that?
21	MR. MENDENHALL: I defer to the attorney.	21	MR. ROSS: I would agree with that.
22	MR. CHESNEY: All right. That's good. I	22	CHAIRMAN MILLS: That's fine.
23	just wanted to make sure.	23	MR. MENDENHALL: Okay.
24	MR. MENDENHALL: All right.	24	MS. HESSLER GRIFFITH: Did we say
25	MR. CHESNEY: Had I known that I could	25	September?
	Page 106		Page 108
1	leave the room, there's a couple of times I	1	MR. MENDENHALL: Right now, at least, we
1 2	leave the room, there's a couple of times I would've avoided over the years.	2	MR. MENDENHALL: Right now, at least, we were talking about January, which was scheduled
2	leave the room, there's a couple of times I would've avoided over the years. MR. MENDENHALL: Yeah, you can take a	2 3	MR. MENDENHALL: Right now, at least, we were talking about January, which was scheduled for January 2nd and would move to the second
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Page 109 Page 111 1 1 MS. McCORMICK: And I have the engagement (No response.) 2 2 MR. MENDENHALL: All in favor? letter that has been in Dropbox and is in the 3 3 (All board members signify in the agenda packages. I haven't gotten any 4 4 affirmative.) questions from anybody, but --5 5 MR. MENDENHALL: Okay, that motion MR. ROSS: Question. 6 6 carries. The other non-agenda item, we talked MS. McCORMICK: Okay. 7 7 about it briefly earlier, so I will be doing MR. ROSS: Your hourly rate is 335. Is 8 8 that what we're presently being charged? Doug's review. I will send out the information 9 9 MS. McCORMICK: Yes. to you as a board, that way if anybody wants to 10 10 provide input, certainly, you can. You can MR. ROSS: And how long have we been 11 either use the form that I use or just provide 11 charged that hourly rate? 12 12 MS. McCORMICK: Since January. It was me comments via e-mail or call me, whichever 13 13 works. And I'll provide you some other 325 the year prior to that. 14 historical information, also, so you have that. 14 MR. ROSS: And is that the normal rate 15 15 And not required, obviously, if you don't get a that you charge your clients? 16 chance to interact that much with Doug, then, 16 MS. McCORMICK: Yes. 17 17 you know, not required. MR. ROSS: I know sometimes, law firms 18 18 MS. HESSLER GRIFFITH: I mean, Andy, I will give discounts for governmental work. Do 19 know not required, but certainly strongly 19 you do that at all? 20 20 MS. McCORMICK: That's the rate that I encouraged. Right? 21 21 MR. MENDENHALL: Right, always charge all of my governmental clients. 22 22 encouraged. It helps me out. MR. ROSS: Oh, okay. And what's your 23 23 MS. HESSLER GRIFFITH: Right. nongovernmental rate? 24 MR. MENDENHALL: So the third item I had, 24 MS. McCORMICK: It varies. I mean --25 this is just an FYI, I did hear from Ms. Carter 25 MR. ROSS: What would be the range? Page 110 Page 112 1 1 MS. McCORMICK: Probably 350, I would again, Burger King property, so she just wanted 2 clarification. One of the items that we had 2 say, to I think 375, 380. 3 3 sent her a few months ago, she wasn't able to MR. ROSS: Okay. At the bottom of the 4 4 open, so I sent it to her a couple of different first page, there's a reference to CRA in the 5 ways and have not heard anything back, but I'll 5 last paragraph. I think that's an error. It's 6 keep you in the loop if I do. I'll e-mail it 6 on the first page in the bottom paragraph. 7 7 off to you, to kind of let you know where we MS. McCORMICK: Yes, that is an error. 8 8 MR. ROSS: Yeah, that's what I would 9 9 But so far, if you can remember, just have thought. If you would consider adding the 10 10 kind of going to where we left it, we had sent phrase that says, "Upon withdrawal or 11 her guite of bit of information and offered to 11 termination of the representation, the law 12 12 arrange a meeting with her and our office will deliver the files to the district." 13 13 MS. McCORMICK: Yes. representative to go over any specific details, 14 and we had suggested that she might want to 14 MR. ROSS: So that would be great. 15 15 MS. McCORMICK: I think there's already also involve her accountant, that way she could 16 16 get all of her questions answered. -- "The law office's policy is to deliver to 17 17 And thus far she hasn't taken up that the client upon request all documents and 18 offer, but just to kind of keep you in the 18 property the client has provided to the law 19 loop. So that is all I had for the manager's 19 office." That's on the second page at the 20 20 report. If there are any questions for me, 21 certainly, I'll take them. 21 MR. ROSS: I saw that, but I'm wording it 22 22 (No response.) a little different, that, "Upon withdrawal or 23 23 MR. MENDENHALL: And if not, we'll move termination of the representation, the law 24 24 on to the attorney's report, and I'll give the office will deliver or shall deliver the files 25 25 to the district." So it's just automatic, it's floor to Erin.

	Page 113		Page 115
1	just we don't have to ask for it. They'd just	1	MS. McCORMICK: Yeah, and the district
2	give them to us.	2	has done that in the past. For example, on
. 3	MS. McCORMICK: Okay.	3	litigation matters, they have retained special
4	MS. HESSLER GRIFFITH: Versus the right	4	counsel, so that would not be an issue.
5	to dispose of. Right?	5	MS. HESSLER GRIFFITH: Okay.
6	MR. ROSS: I've got that I think later	6	MS. McCORMICK: And in fact, if it's
7	addressed here. Yeah, jumping ahead to that	7	something outside of what I could really
8	point, and I think it's on page three, that	8	handle, I would, you know, help facilitate
9	before you dispose of any file documents, you	9	that.
10	first offer to the district the opportunity to	10	MS. HESSLER GRIFFITH: Okay. Good.
11	get those documents if they value them, even	11	Thank you.
12	though you are ready to dispose of them.	12	MR. MENDENHALL: Any other questions for
13	MS. McCORMICK: Okay.	13	Erin regarding this particular engagement
14	MR. ROSS: And again, that's on page	14	agreement?
15	three. I have an issue I haven't yet worked	15	(No response.)
16	through in my mind, on page two, with regard to	16	MR. MENDENHALL: Okay. Then it would be
17	the advance waiver of conflicts of interest. I	17	appropriate if anybody would like to make a
18	don't know why that's in the district's best	18	motion to approve.
19	interest. I can see why that might be	19	MR. ROSS: I'll move subject to the
20	efficient or facilitate things for you, but it	20	changes discussed and agreed upon that we
21	seems to me that we shouldn't be waiving	21	accept the engagement agreement.
22	conflicts of interest without knowing exactly	22	MR. MENDENHALL: Okay. Do we have a
23	what the conflict whether it's actual or	23	second?
24	potential. So I would ask that that be	24	MS. HESSLER GRIFFITH: I'll second.
25	deleted.	25	MR. MENDENHALL: All right. Any further
	Page 114		Page 116
1	MS. McCORMICK: Okay.	1	discussion?
1 2	MS. McCORMICK: Okay. MR. ROSS: And then that was it.	1 2	discussion? (No response.)
	MR. ROSS: And then that was it. MS. McCORMICK: Okay. So I would make a		
2	MR. ROSS: And then that was it.	2	(No response.) MR. MENDENHALL: All in favor? Any opposed?
2	MR. ROSS: And then that was it. MS. McCORMICK: Okay. So I would make a change that says, "Upon withdrawal or termination, the law office will deliver all	2 3 4 5	(No response.) MR. MENDENHALL: All in favor? Any opposed? (No response.)
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Page 117 Page 119 1 1 sides, those types of specialty cut bricks. So We drove quite a bit of it, and he put 2 2 you have that proposal in front of you, so we together -- he brought the proposals today, so 3 3 would like to place that order, if possible. that's why I didn't get a chance to give it to 4 4 MR. CHESNEY: I'm make a motion that we you guys, but I wanted to bring it to your 5 5 approve the agreements from Coastal. attention. It's about 28,000 that would really MR. MENDENHALL: Okay. Do we have a 6 6 vamp up Countryway Boulevard in those medians 7 7 second? down there. 8 8 CHAIRMAN MILLS: Second. It starts all the way from railroad 9 9 MR. MENDENHALL: Okay. Discussion? tracks. We're moving some of the outdated 10 10 MS. HESSLER GRIFFITH: I have one plant material. Getting rid of some of those 11 question. How long -- so the stockpile with 11 juniper that have been there on the property 12 12 repairs, how long does this last us? A year, for 20, 25 years, and it goes all the way 13 two years? 13 past the library where you see -- where we 14 MR. MAYS: Mm-hmm, it will probably last 14 have so many accidents that people have run 15 15 a while. A few -- quite a few years. over the juniper and all the plant material all 16 MS. HESSLER GRIFFITH: Okay. And we'll 16 along through there. 17 17 We had talked about -- with Davey -store it over --18 18 putting some more oriental trees and getting MR. MAYS: Over on the lot, yeah. 19 MS. HESSLER GRIFFITH: On the lot. Okay. 19 rid of that juniper and going with a nice St. Augustine grass to maintain -- giving it a 20 20 MR. MENDENHALL: Okay. Any other 21 21 discussion? cleaner, more manicured look, so there is a 2.2 22 (No response.) couple of areas down there. 23 23 MR. MENDENHALL: Hearing none, all in The total number on it is right around 24 24 28,000 to do everything. I'm not sitting here favor? 25 (All board members signify in the 25 asking right now, but I will want you guys -- I Page 120 Page 118 1 1 just want to bring it to your attention that we affirmative) 2 2 MR. MENDENHALL: Any opposed? are working on some stuff that we've talked 3 3 about for guite a few months, and we've had a (No response.) 4 4 MR. MENDENHALL: Okay. Motion carries few complaints from a few residents about not 5 5 doing things on Countryway Boulevard. We've unanimously. б MR. MAYS: On the last inspection we 6 talked about it's time to do it, and it did 7 7 drove through, there was quite a few areas on come up on the inspection, so -- and Ms. 8 8 Countryway Boulevard that we had talked about Griffith could probably tell you that we talked 9 9 before that needed some new plant material, about it immensely on the drive through. 10 10 especially in the medians. We've got quite a So I'll bring the proposal -- we'll put 11 few outdated oleanders, some of the crape 11 the proposal in next month. And I'll try to 12 12 myrtles, they're not producing very much color get some pictures for you to see -- so that you 13 13 anymore. can see what it looks like. But just be 14 We've got some stuff that's on the south 14 prepared for that proposal for next month. 15 15 MS. HESSLER GRIFFITH: And Doug, is this side, we've got some stuff on the north side. 16 16 I'd -- I drove with Davey, their branch one of the three plant changes or is this like 17 17 manager, and we came up with some plant in addition to --18 selections that will add a little bit more 18 MR. MAYS: This is in addition to. 19 color, some yellows, some reds, some -- not as 19 MS. HESSLER GRIFFITH: Got it. 20 much greenery, more colorful. Some of your --20 MR MAYS: We did get word yesterday from 21 not necessarily flowering type stuff, but more 21 West Orange Nursery, they're ready to do the 22 22 of stuff like crotons that show a nice maroon rotation for this month, so we've got one of 23 23 and yellow color, it gives a nice golden color our rotations coming out. They'll be putting 24 24 off, and some firebush that's got a nice fire out coleus. That's those maroon and yellow 25 25 flowers that a lot -- not flowers, but plants flower on top of it.

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that a lot of people like. It gives it a much more brighter entrance.

Right now, a lot of people are concerned about -- what we have in there now is pentas. The pentas are nice plants, but they're just a flower on the top. You have so much greenery on them, and that's why they don't look as colorful because there is so many leaves. So going to something like this should give a little bit better color.

MR. LEWIS: You know, maybe we could go with garnet and gold on those colors instead of maroon and --

MR. CHESNEY: Yellow, same thing.
MR. LEWIS: I'm just throwing that outere.

CHAIRMAN MILLS: There is no second to that motion.

MR. MAYS: The producer makes -- he does not produce a blue and orange anyway, so it's okav.

CHAIRMAN MILLS: Doug, one of the concerns I have on Countryway, and I know you're probably factoring this into the plans and the things you're doing down there, but

coming up Countryway that say Westchase on them? You said you're going to do something in front of those?

MR. MAYS: The big one in Glencliff Park, that's not included in there because there's some warranty plants that he has to warranty, and the last rotation, the plants got left out at that intersection, so we're hoping with the new cutout that we have, the warranty plants, it'll hopefully make that sign right there by the park look little bit better.

CHAIRMAN MILLS: Okay.

MR. MAYS: We got mulch going down right now, too, that's going down as we speak. We're trying to rush it because, obviously, they came in here late and they used the school parking lot. So we've got to get that mulch out of there because school starts next week.

Something else -- the ping pong tables, that's turned out -- I'm pretty happy with the way it turned out. Hopefully, everybody else is, too. We saved quite a bit of money on that because we did a lot of things in-house, especially the grading and the removal of all the old dirt and sod that was in there, and

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line of sight -- right?

MR. MAYS: Right.

CHAIRMAN MILLS: Coming out of every village can get easily overlooked by putting a plant where it looks like it belongs, but then, all of a sudden, you come out of Harbor Links or somewhere and you can't see around the plant to see if anybody is coming.

MR. MAYS: That's generally one of the things we're trying to look at when were planting anyway. If you've ever -- if you've noticed, some of the crape myrtles there in the medians -- if you've noticed as you get to an intersection, there's never plants underneath them

CHAIRMAN MILLS: Okay.

MR. MAYS: Your plants are always the ones before, so we try not to put them on the corners because we've had -- we've had people tell us there's no line of sight. And we're aware of that, so we try to make sure we think of that when we're putting the plants in too,

CHAIRMAN MILLS: Do the railroad tracks to the library include the brick monuments

removing the irrigation by the guys and us being able to do it inhouse. We saved about \$4,500 on that project alone, so that worked out good, and I think it turned out pretty nice.

CHAIRMAN MILLS: It looks great. There's a lot of people using them already.

MR. MAYS: Yeah, I've seen a few people out there, but not many. I think it turned out good. We got some revamping going on at the butterfly garden, the Chesney butterfly garden down there.

So we're going to try to extend the rocks, I've seen that's one concern. It just doesn't look like it's really flowing like a dry river bed should. He's got some more plant material. He came at me with more plant material, about \$450 worth of plant material, but he had no rock included. I said, "Well, this is the big complaint, so you need to go back, revisit it, and put some rock down." And I think when we add more plants -- as you've seen, we've added the four oak trees.

MS. HESSLER GRIFFITH: That will make a difference. That right there made a

	Page 125		Page 127
1	difference.	1	(No response.)
2	MR. MAYS: I think it did.	2	MR. MENDENHALL: Okay. All in favor?
3	MS. HESSLER GRIFFITH: It tied it all in	3	(All board members signify in the
4	versus just a yeah.	4	affirmative)
5	MR. MAYS: Yeah, so hopefully, that will	5	MR. MENDENHALL: Any opposed?
6	work out.	6	(No response.)
7	MR. CHESNEY: So did we got sod from	7	MR. MENDENHALL: Okay. That motion
8	Davey?	8	carries unanimously.
9	MR. MAYS: We had some sod that was	9	MS. HESSLER GRIFFITH: And then Doug,
10	warranted the month before, but we didn't any	10	someone wants to buy a parcel on Promise Lane?
11	this month, but some of it's already gone bad,	11	MS. WHYTE: That was me.
12	so he's already rewarranting some more. So the	12	MS. HESSLER GRIFFITH: Okay.
13	pipe along Countryway, the reclaimed	13	MR. CHESNEY: Oh, I'm sorry. I did that.
14	waterline, you said not Countryway,	14	I just cut Doug off, basically.
15	Linebaugh Avenue, you see that project has	15	MR. MAYS: I'm used to it. Yeah, I think
16	started back up again. The contractor on that	16	so. If I think about something else, I'll
17	wants to push it he knows he's delayed the	17	bring it up.
18	community quite a bit, so I don't know if	18	MS. WHYTE: I had a phone call from a
19	anyone's noticed, but there's a lot of extra	19	gentleman, and he was interested to know
20	staff out there right now, and he said he was	20	whether or not the board would be interested in
21	bringing extra staff to try to get that thing	21	exploring the option of selling the parcel off
22	done.	22	Promise Lane.
23	So I still see another two or three	23	MS. HESSLER GRIFFITH: Promise Lane?
24	months' worth of work, but they're got quite a	24	MS. WHYTE: The parcel that we purchased
25	few guys out there pushing pretty good, so	25	about two years ago behind Stonebridge and the
	Page 126		Page 128
1	hopefully that project will run and we won't	1	you know where the big lake is, the
2	have too many more problems other than you	2	Cavendish lake?
3	know, once we get back to putting things	3	MS. HESSLER GRIFFITH: Mm-hmm.
4	back, what we'll have to deal with then, you	4	MS. WHYTE: On this side, there's a
5	know, the trees they have to take out, the	5	parcel on the corner that we own.
6	grass that's tore up, the irrigation is tore	6	MR. LEWIS: This is the one that we
7	up. But we'll deal with that as we need to.	7	wanted to turn into a playground and hiking
8	MR. CHESNEY: So are you requesting do	8	trail and
9	you need our approval for the movies in the	9	MS. WHYTE: Well, possibly a nature trail
10	park?	10	with you know, we haven't come up with a
11	MS. WHYTE: Yes, he well, that was the	11	solution as to what we're going to do with it,
12	next question. The district has been requested	12	but this gentleman has requested he asked
13	by the HOA to you utilize our property at West	13	whether or not the board would be interested in
14	Park Village for movies in the park, if the	14	exploring the option of selling that property
15	board so would like to give them the park	15	to him.
16	during that time. They haven't set their dates	16	MR. MENDENHALL: Mr. Ross?
17	yet, but	17	MR. ROSS: Tell him to submit an offer.
18	MS. HESSLER GRIFFITH: I'll make the	18	I went back and checked my notes in a report
19	motion.	19	that I did for the board several years ago.
20	MR. MAYS: I'm sure they want to use the	20	One of the things that we I have my report
21 22	same location.	21 22	and it was set forth clearly is that one of
23	MR. MENDENHALL: Okay. Do we have a second to that motion?	23	the options to sell the non-pond land to a third party, so specifically, I would have no
24	MR. CHESNEY: I'll second it.	24	interest in selling the actual pond and the
25	MR. MENDENHALL: Okay. Any discussion?	25	immediate adjacent land.
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Page 129 Page 131 1 1 MS. WHYTE: Mm-hmm. homework. 2 2 MS. McCORMICK: And also just to add to MR. MENDENHALL: Anything else, Sonny? 3 3 that, there's -- there's a lot of process that MS. WHYTE: The only other thing that I 4 4 would have to go through as a district to sell have personally is the -- somebody at last 5 5 governmental property. You know, looking at month's board meeting asked us to explore --6 6 declaring it surplus, what kind of bidding and I believe it was Barbara -- to see whether 7 7 process would be required if we could even do or not OLM -- what the charges would be for OLM 8 8 it? A lot of times, local governments, when to inspect Baker, which would be CVS and all of 9 9 that, and I went back to -- Tommy offered \$170 they're requested to transfer property, you 10 10 a month. Did we put OLM inspection -- it's not have to do it as a property swap, so that would 11 take some research to look at. 11 in their contract at all to --12 12 MR. MENDENHALL: Okay. MS. McCORMICK: No, because I had asked, 13 13 MR. CHESNEY: I think the key part is to and you know, at that point, they did not 14 14 include it. get rid of property, you have to declare it 15 15 surplus, and then you have to solicit bids. MS. WHYTE: Yeah, so the question is is 16 16 MS. McCORMICK: That's true for personal the contractor is not under the stipulations of 17 17 OLM. So it may be, you know -property. I would have to look and see for 18 18 real property if the same process could be MS. McCORMICK: But they are subject to 19 followed as you could do for personal property. 19 review by the district engineer, and, you know, 20 20 if there's any issues with the work, then they MR. ROSS: But what I would add to that 21 21 is we wouldn't be interested even in pursuing can be held responsible. 22 22 that until we had an offer to know if it was MS. WHYTE: So the additional would be 23 23 \$170 a month for them to inspect that area for worth our while. If we had a minimum offer of 24 say X -- okay -- yeah, then we might be 24 irrigation, plant material and whatever else. 25 considering declaring it surplus and going 25 CHAIRMAN MILLS: What are they charging Page 130 Page 132 1 through the proper legal procedures, because 1 us now for the whole property? 2 2 then we'd have a floor that we would have an MS. WHYTE: \$1,630 a month. 3 3 MS. HESSLER GRIFFITH: So I can give you expectation. But given that this potential 4 4 party wants to acquire the pond, I would be my two cents. I attended the OLM inspection 5 strongly opposed to it. 5 last week. It was an education for sure, but 6 б CHAIRMAN MILLS: Any indication of what I'm not sure I see \$1,630 worth of value, let 7 7 the use was for? alone another 170 to bring it up to \$1,800. 8 8 So I don't -- I don't know see the need. I MS. WHYTE: No, he did not, he just asked 9 9 think that Doug does a fantastic job, I think if I knew if the board would be willing to 10 10 explore the option. So I said we're going to a he's on top of it and knows whether or not 11 11 board meeting, I will ask. feedback is warranted to the contractor. 12 12 CHAIRMAN MILLS: So there's no motion. MR. MAYS: The easement access is through 13 13 Stonebridge, and that's how he purchased it Right? 14 14 from the beginning, just to stop somebody from MS. WHYTE: Okay. Perfect. Thank you. 15 15 MR. ROSS: On the manager's report, I adding to that, too. It had something to do 16 16 with that. never responded to the pond trifold, and I 17 17 MS. WHYTE: His company was a finally saw it and made comments. Is it too 18 communication company, if that says anything. 18 late? 19 19 That's what the name of it was. MS. WHYTE: It's gone down, and we've had 20 MS. HESSLER GRIFFITH: I have no 20 more than enough comments. We've made all the 21 21 interest. corrections, adjustments, I believe -- the 22 22 MS. WHYTE: I just thought I'd bring it paper is the only thing that I just -- it's at 23 23 up and see where the board wanted to go at this the printers. 24 24 time. MR. ROSS: Did you pick up that one 25 25 paragraph that you repeated twice? MS. HESSLER GRIFFITH: Someone did their

Page 133 Page 135 1 1 MS. WHYTE: Yes, yes, yes, all of that in, apparently it's just a technique, and so 2 2 has been done. That's all been corrected, now, people are seeing people walk by and 3 3 those little typos. looking at, you know, like kind of just testing 4 4 MR. ROSS: I'll just file it away. cars to see if they're locked or not. So just 5 5 MS. WHYTE: Good idea. So yes, it's at as a -- just want to mention that. So did that 6 6 the printers. come by? 7 7 MR. MENDENHALL: Any other questions for MS. WHYTE: No, but they know -- trust 8 8 Doug and Sonny at this time? me, the guys at Station 3 know that we have the 9 9 cameras. MS. HESSLER GRIFFITH: Yes, so what is 10 10 MS. HESSLER GRIFFITH: Okav. But I also the status of the CVS to Burger King --11 MR. MAYS: The irrigation was done 11 hear that Deputy Alder has been reassigned, 12 12 already, but we're trying to be careful of what that he's no longer our guy, so --13 13 we push forward too much because we're still MS. WHYTE: I have not heard that yet. 14 trying to get the contract --14 MS. HESSLER GRIFFITH: That he's working 15 15 MS. McCORMICK: They have it. with the homeless now or something. 16 16 MS. WHYTE: I haven't heard back from the MS. WHYTE: But I don't do Alder anyway. 17 17 them. Most of the time, it's the detectives 18 18 MR. MAYS: We're just waiting for them to themselves that come in anyway. 19 send it back. That's where it's at. We've 19 MS. HESSLER GRIFFITH: Oh, okay. All 20 20 done our -- they had to go under the roads from right. 21 21 CVS to Applebees to get the -- to get the water MR. MENDENHALL: Mr. Mills? 2.2 22 over on that little island, so that's done. CHAIRMAN MILLS: Yeah. Sonny, you 23 23 The lights are done, so we got the electrical mentioned Republic earlier with the trucks. 24 -- the contractors came out and set them up for 24 Can you guys call them and ask them two things: 25 timers. It's on its own separate zone and 25 One, to slow down in The Greens, particularly Page 134 Page 136 1 everything, so that's done. All the irrigation 1 the green truck -- the truck that accepts the 2 2 stuff is pretty much done except for that tree limbs and stuff. 3 3 MS. WHYTE: The recycling truck? little small tidbit. Other than that, we got 4 4 CHAIRMAN MILLS: No, not recycling, the to power wash, and he's ready to do plant 5 install as soon as he can get it on the 5 tree limb guy. There's hardly any put out, and 6 schedule. 6 they're flying from house to house, because 7 7 MS. HESSLER GRIFFITH: Okay. Good. they don't have to stop at every house. But 8 8 MR. MAYS: We're pretty close. the ones that do stop at every house, there are 9 9 MS. HESSLER GRIFFITH: Yeah, I've seen now the skid marks in front of every mailbox 10 10 their trucks out there, so -- okay. again. So it just never ends, you know. 11 11 CHAIRMAN MILLS: I just --MR. ROSS: It never ends. Put that on my 12 12 MS. HESSLER GRIFFITH: Yeah, just -- so tombstone. 13 13 you know, we've had another round of break-ins CHAIRMAN MILLS: Or sometimes it does 14 yesterday, and the count from what I understand 14 end. Right? 15 15 MR. MENDENHALL: All right. If there's is close to 30 homes. And it was, again, all 16 16 unlocked cars. So I had a knock at my door no other questions for Sonny and Doug, we are 17 17 yesterday from a deputy a couple of doors down, at audience comments. So are there any 18 one of my neighbors was hit and -- so I 18 audience comments to make? Yes, ma'am. 19 19 referred them to Sonny, called Sonny, let her MS. O'BRIEN: Just one, I wanted to know 20 20 know, be expecting deputies to come by to take if there's any update on the pond at the back 21 a look at footage, went over to West Park 21 of my house on --22 22 Village and there was -- there were another CHAIRMAN MILLS: State your name, please, 23 couple officers with their gloves and kits 23 ma'am. 24 24 MS. O'BRIEN: Olive O'Brien. going around. 25 So it was another band of people coming 25 MR. MAYS: We have a new aquatics team,

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as you probably saw, so they were out there today in your area. I believe I talked to him this morning, I told him about the complaints on that pond and the other one that's next to you on Glenfield, also. And a couple of more that we've had issues with, so hopefully, they will be addressing them like now.

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MS. O'BRIEN: Okay. So they'll be retreating the whole thing or just stuff that's needed or --

MR. MAYS: Yes, we have noticed that some of it is deteriorating and some of it is not. I'm not sure if they sprayed it at the wrong time, like right before the rain, and then it broke them all down, so they have to retreat.

MS. O'BRIEN: There are some plants along the road and they seem to have been dying.

MR. MAYS: Oh, okay. I'll check that out. I had a complaint there yesterday, they sprayed some of my plants. And he tells me, "Oh, they'll come back." So I'll watch them.

MS. O'BRIEN: There's been so much effort put in, I would hate for it to go --

MR. MAYS: And that's exactly what I told him. What's the point of putting these flowers

Berkeley Square is, the bushes are tall, so tall that you can't see the word Westchase. Right? It's kind of like, you know, halfway through the word Westchase.

So Doug is on it. He's, you know -there's a schedule for trimming and that sort
of thing, but the feedback I think is just
let's not let it get there, you know, let's try
to stay on top of it, because I think sometimes
-- to your point, Mr. Mills, with regard to
when you're putting things in, it's not just a
matter of, "Oh, it's in, but what happens to
line of sight," you know.

And one of the things I was struggling with, you know -- I'm like, what am I missing? And I know I mentioned the comment about, you know, why don't we look like Disney World? It hit me that we're maintaining landscaping, we're not necessarily manicuring, and there is a difference. Right?

So one of the things that came up to me was mulch -- right -- sort of an excess use of mulch. If you just drive through, you see like these big brown spots, and it's just like was there something there before and we haven't --

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so is the mulch still there or are we overmulching?

there on the OLM front.

in if you guys are just going to kill them? So we're trying to watch them.

MS. O'BRIEN: Thank you.

MR. MENDENHALL: Okay. That moves us into supervisor's request.

MR. ROSS: When you say we have a new aquatics team, does that mean A & B is out?

MR. MAYS: No, just a guy with a different license, the new license holder is on our property.

MR. ROSS: But he still works for A & B?

MR. MAYS: Yes.

MR. ROSS: Okay. Sorry.

MR. MENDENHALL: Sure, no problem. Supervisor's request, so we can start at the end of the table and go down if that's okay.

MS. HESSLER GRIFFITH: Sure. All right. So as a mentioned, I went on the OLM inspection this week. It was definitely an education, and I guess I would just -- there are some things I noticed and I'd be curious if other board members have noticed it and have any thoughts or opinions on it, but, you know, the height of the bushes in front of signs. So if you go

over by Countryway and Linebaugh, where

And so, you know, we talked about perhaps the use of ivy as opposed to mulch. Is that -- does that make it a little more cosmetically pleasing? And again, we're back to manicuring. And then -- when we met with Paul, with OLM, I have -- I'll be frank. I have some concerns

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You know, consistently, we're scoring 88, 89 -- right -- and I'm going, "At what point do we ever see a hundred?" You know, aim high, right? And you know, when's the last time that we fell below the passing score. Right?

So it just kind of seems like we're just getting by every month, and I was a little interested to see how, you know, we spent a good part of the day driving around, but the score was delivered like that. And you know, now, when I hear the 1,630 bucks, I go, "Wow."

Another thing that occurs to me is that there was no coaching. There was no, "All right. Let me sit down with Davey. Here were my recommendations last month. How many of these have been rectified?" It's just a

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delivery of a report -- right -- there's no follow-up, there's no -- so I asked Paul, "What is like that one piece of feedback that you find that you're consistently giving them that, you know, is just consistent?" And he said the sports turf is just a consistent sore spot.

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So I think to myself, sports turf, that's probably a certain technique, that's probably a certain specialty. Right? So I started to think is a landscape maintenance company, is that the right solution for sports turf?

So just, you know -- because if you're consistently getting that feedback, you know, at what point, do you say, "Hey, sports turf is not our thing." So -- just yeah, that came up. And then just -- Doug mentioned the juniper and there were just some sort of things that were dated, and you know, so I was happy to see that there were already plans to start pulling the juniper and putting in some perhaps, you know, more fresh plants.

I did look at the Davey contract, and it does reference in there that they're basically maintained according to the designer's design, and so my question was who's the designer? Who Countryway to see these soccer goals. So I think we talked about maybe reaching out to Westchase Soccer.

So that's it, I just wanted to share my two cents from my morning with OLM and Davey and Doug and Nathan.

MR. MENDENHALL: Okay. Matt, anything? MR. LEWIS: No.

MR. MENDENHALL: Mr. Ross?

MR. ROSS: Yes, I know sometimes my articulations are imprecise and less than what they should be, so I actually wrote down my supervisor's request, so I brought one for each supervisor, and yeah, whoever else would like to have one.

MR. CHESNEY: This is quite lengthy.

MR. ROSS: Yeah, we don't need to talk
about it now, but I just wanted to put it in
writing and you can all hear where I'm coming
from -- or see where I'm coming from. And so
we can either talk about or not talk about it.
You all see some similarities to Ms. Griffith's
remarks. So -- and I again, I'll say what I've
said before, I think Doug and Sonny are great.
Not perfect, but great.

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designed it? Right? And I don't know that we necessarily have a designer, like somebody -- it sounds like we rely on Davey to kind of be us to sort of be that designer.

MR. MAYS: Right.

MS. HESSLER GRIFFITH: So, you know, I didn't know if maybe it made sense to me, going, well, "Davey should have a designer." Because again, if they're manicuring -- but maybe they're not really, maybe they're just maintaining what's been designed.

So just keeping my expectations in check. There were some good things, I think. We talked about over in Glencliff Park, there's like the ditch behind the soccer area that you kind of have to walk through like water and that sort of thing. It sounded like, Doug, you thought it would be easy enough to put a couple of bridges -- like little pedestrian bridges to kind of help people cross.

And then like the soccer goals are being stored right up against Countryway, and it's making it difficult for them to mow around them, and at the same time, it's a bit of an ugly eyesore when you're driving down

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MR. MENDENHALL: Mr. Ross, did you want the board to digest this and talk about this at a future meeting, or did you want to go over anything tonight?

MR. ROSS: The only thing that I think is worthy of discussion tonight would be Item Number Six. To the extent that there's interest in the board of retaining a landscape architect, I think that goes in with Ms. Griffith's remark about a designer. I would be -- obviously, since I wrote all this, I would be in favor of us initiating that process. I believe at one point, you mentioned that you have relationships with landscape designers, and to the extent there's interest in the board, perhaps you could begin to reach out to them and bring them proposals or information or whatever is the appropriate next step.

MR. MENDENHALL: Yeah, I would think the appropriate next step would be to bring you information, and then from that, following that, we would probably need to figure out the scope of exactly what you want, and then go back to a number of folks and let them get you

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proposals. So I mean, that's probably the easiest way to go about it.

MR. ROSS: So obviously, I would advocate us initiating that process.

MR. CHESNEY: I would be agreeable.

MR. MENDENHALL: Okay.

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MS. McCORMICK: So you'll leave that --

MR. MENDENHALL: Yeah, we've got a couple of landscaping architects that we've used in different districts that will be very helpful as far as if you want to go down that path of developing some sort of a master plan towards -- yeah, down the road.

MR. ROSS: And to be clear, if I'm using the incorrect term, please don't focus on landscape architect if there's a whole set of definitions of landscape professionals. I'm more interested in folks who have experience in elevating plan communities to the next level and whoever that person would be.

MS. McCORMICK: So do you foresee doing an RFP for landscaping and architect services?

MR. MENDENHALL: I think -- I would think -- okay. So there's two parts, yeah, for the professional services, you would probably have

respects. And so it's back to your comment, we'd have to define what's the scope of work.

MR. MENDENHALL: Yeah.

MR. ROSS: Is it merely to look at some medians, is it to look at some entryways, is it to look at common areas, is it to look at pond banks? I mean, I mention all of these in this document, but I think they have to really incorporate Doug and Sonny and probably Tonja to flush out what's an appropriate scope and bring it to the board as to is this an accurate scope of work.

MR. MENDENHALL: So you could do it probably two ways. You could work on getting that scope together prior, so you have kind of a game plan in place once you're ready to select somebody, or you could select -- or go through the process to get proposals to the formal process. Get those proposals, which will tell you about the firms, what they do, what their experience is, specialties, that sort of stuff. And then once you select one of them, they could work hand-in-hand with staff, as well as Tonja, as well as you as the board.

I mean, usually what winds up happening

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to do similar to engineers and that sort of thing. Right?

MS. McCORMICK: Right, we would do a request for proposal under the Consultants Competitive Negotiation Act.

MR. MENDENHALL: Right. So prior to that, can we just bring information to the board on a number of different ones just to look at, or do we -- should we go through the formal process just to get information?

MS. McCORMICK: I mean, I don't know if the landscape architects would want to do that or if we're going to be going through a separate request for -- you know, RFQ process, the CCNA, they may want to all provide their information under the same deadlines as opposed to giving their information first.

MR. MENDENHALL: Well, we can do that, so I can work with Erin and basically make sure we advertise it, and, you know --

MR. ROSS: Again, this is my idea, so I'm going to own it, but I don't want to elbow out any other supervisors, but it's critical that we involve staff. They know our property, they know what's right and what's wrong in many

is once you have a landscaping architect on board, they'll come out to an initial meeting and help you fine-tune that scope, because a lot of times when we got boards, you know, five different people are kind of scattered all over the place.

Well, this is -- you know, a landscape architect does this all day, every day, so they're going to be able to ask the right questions to really kind of hone you in on some key points that they can then take away and put together a plan, which then you review, and you refine. You know, it's usually a few steps before you get to that final product.

MR. ROSS: Well, just to give immediate feedback and from my point of view, whatever get us running and as quickly as possible, because if you think it through, we got to get -- potentially get a professional on board, potentially, define the scope of work, they've got to make recommendations to us, we've got to make decisions on those recommendations, and then we have to evaluate costs and have that all done before we get to next year's budget. So I kind of see that we have about eight

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months here to really run through this process. Some may say months is a lot of time, but I just know with us meeting once a month, sometimes, we walk slow.

MR. MENDENHALL: Sure.

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MR. ROSS: So whatever gets us moving fastest through your professional expertise is what I'd advocate.

MR. MENDENHALL: I would recommend that you go through that process of doing an RFP so that you can get those, and Doug and Sonny can work in parallel to kind of do some preliminary work and getting information together, and that way, you kind of meet at that same point.

MR. CHESNEY: Okay. Also, I want to tie that into 8, would you think that 8 -- that same person would also be the person that would develop our potential contract for bid out next year for landscape? I'm not saying this very clearly, because I lost my train of thought here.

MR. ROSS: The answer is yes.

MR. CHESNEY: Good. Okay. So that would need to be included in the scope. And the next part was to you, Erin, Mark and I always

kind of where we've always trapped ourselves.

And then something's come up, and we hired OLM, who charges us, by the way, to create the bid specs. They create the bid specs, and part of their bid specs includes them. And so --

MS. McCORMICK: Right, so that's why we would use the landscape architect. I think that would be -- you know, designing any of the enhancements of the community to develop the specifications that would go out to bid to the landscape maintenance companies, but the contract itself --

MR. CHESNEY: Well, I guess --

MS. McCORMICK: -- the agreement itself, it won't -- I mean, there's standard provisions that are going into a landscape maintenance agreement.

MR. CHESNEY: I guess what I'm saying is what -- our agreement now, what is there to keep us from just changing the agreement now? Why do we always wait until the end of the cycle? Why couldn't we -- if we wanted to -- I guess if we wanted to get rid of OLM now, we'd lose the ability to have the performance review. That's what it is?

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disagreed over -- the way our contract is now, it -- it specifically includes OLM, and Mark and I always disagreed on exactly how do get -- how to eliminate that. We had -- going a long time back, you recall, you know, OLM had suggested that if we utilize even performance bonus, they were going to, you know, make a claim against us, which I think is ridiculous. But the contract is their proprietary contract, which we have, so I understand that part. And maybe you're the right person -- how do we get to back just getting a normal set of specs?

MS. McCORMICK: I mean, I have forms for the landscape maintenance contract that I could, you know, use for this district. But the specifications I think is what you would want the landscape architect to prepare.

MR. CHESNEY: And any change to the contract. So like for example, we couldn't just basically rewrite the contract, even though the price didn't change for this next coming year, and eliminate OLM at this stage. I'm not suggesting we do that, I'm just speculating. You know, right now, we have a

contract that has one-year renewals. This is

MR. MENDENHALL: That's it. I mean, yeah, ultimately, you could set up a contract so that when this one -- X buyers, you know, I'm assuming if the price stays the same, that you could drop OLM and resign with a new one.

MS. HESSLER GRIFFITH: So I'm -- sorry, so do we necessarily lose the performance review, or do we simply replace OLM with in-house performance review? Yes.

MR. CHESNEY: So our understanding that you lose the performance review, that's what our beginning --

MS. HESSLER GRIFFITH: Sorry, I meant to kind of refer to --

MR. MENDENHALL: So yeah, I mean, typically, you'll lose the portion of the OLM proprietary contract that says we're going, you know -- you get a performance payment, and if they don't perform, they don't get the payment. You lose that aspect. To your point, as far as -- and I think I understand where you're going -- well, could staff review and then say, "Hey, if you don't meet this grade," the same thing, you lose some sort of performance payment, but

we don't have a contract that says that.

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So going back to your original point, if you drop OLM, if you get rid of OLM, you lose the performance payment, and I don't know if a landscaping firm would sign on to a performance payment process, not necessarily without OLM, but with just staff of the district.

You know, OLM, at least on the face, is supposed to be a neutral person kind of reviewing, so whereas staff obviously has a vested interest in a couple of things.

Obviously, good property, but also saving money where we can and that sort of thing, so I think that would be the challenge. Having done this for 15 years, I haven't seen any districts where they've done a performance payment system that wasn't handled by a neutral party.

MR. CHESNEY: Yeah, and that's all great information. Okay. But I guess my point is when you're developing these specs, I would think that the person we would want to have the potential or the skill set to have an ongoing involvement versus hiring a landscape architect.

A lot of landscape architects would come and design our situation, but I would think in

and I've told Doug this many times. Doug is very confident in his ability to do it, but I'm like, you know, that's a third party. It's supposedly an independent party that has no vested interest, from our perspective, as valuable. I agree that -- I question whether or not we've been getting that value from OLM, but we always seem to be kind of locked into this contract. So --

MS. HESSLER GRIFFITH: So one of the comments that I had for Paul was that, you know -- I made a comment and he says, "But that's not a fail." And I said, "But you don't get to decide who fails. Our residents decide if it's a fail." He -- whoever is doing that review needs to be in the same step with resident's expectations. Right? So when he's looking -- and it's a science. Right?

MR. CHESNEY: Well I'm not -- I'm going to cut you off, residents can have -- you know, I don't want to say this totally -- what's coming to my mind, but residents can have -- I'll just say it -- unrealistic expectations just because they don't know all the process of development of the plants or what's going on.

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our case, there might be a potential to have an ongoing arrangement. Like you weren't here then, but when we actually hired OLM, we put out a set of specs, and we did get at least one other person that we interviewed who, you know, provided not only landscape architecture services, but he was also willing to do the review, but we chose not to hire him.

MR. MENDENHALL: Yeah, there's a few out there, there's not many. PSA is the one that jumps out because they just happen to have probably the second most clients that they -- that do a review. Now, they do not do a performance payment. They basically -- or a performance payment system. They basically will do a review, provide the district with the report, and give feedback to the landscaper, that sort of thing. So slightly different but

MR. CHESNEY: Well, my personal position as -- and I don't want to, you know, color anybody else's own opinion, my personal opinion is there's a value in having an independent person, not only from the landscaper's standpoint, but from our standpoint, is that --

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I mean, even myself, I wouldn't know what half that stuff is, which is why, to me, having that independent person has always been valuable. But I question -- I mean, we don't get visits from -- and I don't want this to become an OLM thing, I'm just saying that when you're putting out specs, I would like some feedback on their ongoing ability to support us with our landscaping program.

MR. MENDENHALL: Yeah, I mean that seems reasonable to ask.

MR. CHESNEY: Okay. That's all. I didn't mean to hijack your thing, I just wanted to tie A into B.

CHAIRMAN MILLS: If I can interrupt this for a minute, I think we're on the home stretch, but do you need a break?

THE REPORTER: If we're on the home stretch, no, let's keep going, please. Thank you for asking.

CHAIRMAN MILLS: Okay.

MS. HESSLER GRIFFITH: Andy, I have a question. Looking at this, I think this is fantastic, and I know, you know, that probably each of us have things like this that we want

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to see within the community, and you're right in this instance, we meet once a month, but I do believe I understand that we are actually set up that we could meet twice a month. Could we have -- is the board set up that we could have a workshop day to do something just this -- just to have these conversations?

MR. MENDENHALL: I'll tell you from my experience, almost all of the districts that I manage -- and I'll say most of the districts that we manage out of our office -- and that's 40-some districts -- most of them do have non-staff workshops, and the reason why is because of items like this. If you go down the path of redoing your landscaping, items like that -- basically, brainstorming sessions, and what that allows for is this meeting really becomes more of a business meeting, action items and motions.

Sometimes it helps facilitate that and gives you a chance to get together and really just kind of work up the idea, you know, and come to solutions, which you then wind up taking to the meeting. Because at a workshop, you can't have any formal motions or take any

1 days, what days work best for you. 2 MR. LEWIS: I would support that. 3 MS. McCORMICK: Because you could 4 advertise it with the other meetings, can't 5 vou?

> MR. MENDENHALL: Yeah, we do a bottom half advertisement with your regular meeting scheduled saying these X amount of workshops will be held on the following dates. So certainly, you have that option.

MR. ROSS: Certainly, I'd be in favor of a workshop. What I would ask of all of you is to put your thinking cap on and think through the series of dominos and how they have to occur by way of example. Does it make more sense to have a workshop before we've retained a professional, before we talk to a professional, or is it better to listen and gather some more tools and then have the brainstorming?

I don't know, but I'm just drawing that out to you. And Erin mentioned some timing issues. Just seems to me if there's enthusiasm for some of the things I've said, then we need to be smart if we want to get through this

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formal actions.

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MR. CHESNEY: The other thing is you can do workshops like 7 o'clock at night where maybe you would mark more input or something.

MR. MENDENHALL: And that's done, as well.

MS. HESSLER GRIFFITH: So I guess that's one of the things I'm proposing is could we have -- you know, maybe we just start out the gate with a semiannual workshop, you know, every four months or whatever, but we're -it's less formal, it's more brainstorming, it's -- it's the five of us coming to together with our ideas, you know, where we want to take the community outside of motions and record keeping and counsel and reports. So --

MR. MENDENHALL: Yeah, I mean, I've recommended it in many places because it does -- and where it's been implemented, it does seem to help, so it's just a matter of if you choose to go down that path, you have to figure out what day works best for you all and we have to advertise it.

24 MR. CHESNEY: And how often.

25 MR. MENDENHALL: And how often. I'll say Page 160

MR. MENDENHALL: Well, you know, to --I'm sorry -- to piggyback on to that, one thing that also a number of boards do is they will advertise the workshop, because it all goes on one ad, so you save some dollars there. And then if it turns out that you don't need to meet for that particular workshop, you just cancel it and you don't go. So you leave

agenda over the next eight, nine months.

MR. ROSS: I'm not smart enough. You're the experienced one, not me.

yourself the option.

MS. HESSLER GRIFFITH: I guess I would propose, maybe with that in mind, if for fiscal year 2018, if we have a quarterly workshop -because to your point, you know, the first workshop would probably be the most, you know, have the most items, but then we can perhaps schedule for the following workshop to bring in, "Okay. We've all settled that these are our top ten initiatives, so the next workshop, let's bring in these two experts," and maybe chip away at it that way.

MR. MENDENHALL: And for -- and Erin can way in on this -- but at least with the other